

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1	OF 1	PAGES
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">01</div>	3. EFFECTIVE DATE <div style="text-align: center;">5/24/04</div>	4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">N/A</div>	5. PROJECT NO. (If applicable)				
6. ISSUED BY <div style="text-align: center;">CODE</div>	7. ADMINISTERED BY (If other than Item 6) <div style="text-align: center;">CODE</div>						
US DEPARTMENT OF ENERGY SOUTHWESTERN POWER ADMINISTRATION 1 W 3 ST TULSA OK 74103-3519							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO. <div style="text-align: center;">DE-FB75-04SW55258</div>		
				X	9B. DATED (SEE ITEM 11) <div style="text-align: center;">5/21/04</div>		
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 11)			
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <div style="text-align: center;">N/A</div>							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) ANTENNA/RADIO SYSTEM INSTALLATION PROJECT							
A. The due date for bids in Section L. 15(c) is changed from 6-16-04, to 6-21-04. This is now consistent with the due date in Item 13B of the Standard Form 1442 (cover page).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary L. Bridges			
15B. CONTRACTOR/OFFEROR <div style="text-align: center;">(Signature of person authorized to sign)</div>		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA <div style="text-align: center;">(Signature of Contracting Officer)</div>		16C. DATE SIGNED 5/24/04	

IFB # DE-FB75-04SW55258

ANTENNA/RADIO SYSTEM INSTALLATION PROJECT



DEPARTMENT OF ENERGY
SOUTHWESTERN POWER ADMINISTRATION
ONE WEST THIRD
TULSA, OKLAHOMA 74103

GARY BRIDGES
CONTRACTING OFFICER

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DE-FB75-04SW55258	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5/21/04	

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION / PURCHASE REQUEST NO.	6. PROJECT NO.
	2455258	

7. ISSUED BY	CODE	8. ADDRESS OFFER NO.
US DEPARTMENT OF ENERGY SOUTHWESTERN POWER ADMINISTRATION 1 W 3 ST TULSA OK 74103-3519		

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Gary Bridges	Primary No.: (918) 595-6671
		Secondary No.: (918) 595-6671

SOLICITATION

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying No., Date):

ANTENNA/RADIO SYSTEM INSTALLATION PROJECT in accordance with the attached Specifications located in Section C of this solicitation.

Pre-Bid Meeting is scheduled for Thursday, June 3, 2004, at 9:00 a.m. CDT at SWPA Tulsa Headquarters, 1 W 3rd Street. Please check in at the reception desk located on the 14th Floor of the Williams Center Tower I - black glass building on the northeast corner of 3rd & Boulder.

Total amount of Delivery Orders issued during the term of this contract will be a minimum of \$269,000, with a maximum of \$2,600,000. The minimum/maximum range is for the total contract, regardless of the number of awards made.

BONDS: Bid bond amount to be based on your total bid price. Performance & Payment Bonds may be required upon issuance of each delivery order.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>TBD</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed.
This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS ? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO See Item 10 above.	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item B by <u>2:00 pm</u> (hour) Local Time	
B. <u>6/21/04</u> (Date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing Less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
		DUNS NUMBER -----
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENMENT NO.											
DATE											

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA 91 330 1 106 253 Y	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM See G.3	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()
26. ADMINISTERED BY See Block No. 7	CODE	27. PAYMENT WILL BE MADE BY See Block No. 8

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by references in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document). Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print) Gary L. Bridges	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES

[illegible]

[illegible]

[illegible]

B.02

52.216-18 Ordering.

As prescribed in 16.506(a), insert the following clause:

Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer.

Such orders may be issued from 7-1-04 through 6-30-09 [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

B.03

52.216-19 Order Limitations.

As prescribed in 16.506(b), insert a clause substantially the same as follows:

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$1,000,000 [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of N/A [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

B.04

52.216-22 Indefinite Quantity.

As prescribed in 16.506(e), insert the following clause:

Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided, that* the Contractor shall not be required to make any deliveries under this contract after 7-1-09 [insert date].

(End of clause)

B.05

52.216-27 Single or Multiple Awards.

As prescribed in 16.506(f), insert the following provision:

Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PART I – THE SCHEDULE

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 GENERAL

Southwestern Power Administration (Southwestern) is currently implementing a multi-year radio system improvement program. Southwestern's radio systems are deployed throughout the four-state region of Oklahoma, Missouri, Arkansas, and Texas. This program encompasses SONET digital microwave radio, 900 MHz point-point radio, and fixed VHF radio equipment. Planned improvements are estimated to include up to twenty-five (25) digital microwave paths, fourteen (14) 900 MHz radio paths, and thirty (30) fixed VHF radio sites. These planned quantities of improvements are provided only as an estimate to give prospective bidders a basis for evaluating the potential scope of work under this contract. The actual scope of work and schedule are subject to budget approval.

The intent of these specifications is to establish fixed prices for the various units of work described herein that will be valid for the duration of this contract. The successful bidder awarded this contract will be engaged for specific projects as needed to perform the work described under these specifications at the established unit prices. Project-specific details will be provided by Southwestern and specific project timelines will be established with the Contractor prior to authorization to proceed with a specific project.

The following specifications define the minimum requirements for each of the areas comprising the radio system improvement program.

1.1 SCOPE OF WORK

The work under these specifications is categorized as "Antenna System Equipment Installation/Removal" and "Radio Equipment Installation". The work performed under these specifications will be at existing towers and facilities located throughout Southwestern's service area. The services to be furnished are described in Section B/ SUPPLIES OR SERVICES AND PRICES/COSTS of this contract.

Unless otherwise noted, all major equipment and materials as listed in Section 1.4.1/Southwestern-Furnished Materials and Property will be furnished by Southwestern for installation by the Contractor. Southwestern-furnished materials will be stored at its maintenance facilities located in Springfield, MO; Gore, OK; and Jonesboro, AR. Materials for specific projects will be stored at the maintenance facility closest to the project site(s). At least two weeks prior to mobilization, the Contractor shall attend an on-site meeting with Southwestern to (1) inspect materials and inventory all project-specific materials stored at the Southwestern maintenance facility, (2) inspect the project site(s), and (3) review project-specific plans furnished by Southwestern. At the conclusion of this meeting, the Contractor shall notify Southwestern of any missing

or additional parts or equipment required for the project to ensure that all materials will be available once work starts. Any delays in the project attributed to missing materials or equipment that were not identified during the on-site meeting shall be at the Contractor's expense.

The Contractor shall be responsible for transportation of all Southwestern-furnished equipment and materials from the Southwestern maintenance facilities to the project site. Secure storage facilities for all equipment and materials shall be provided by the Contractor at the project site(s). The Contractor shall be responsible for any damage or loss of equipment or materials once removed from Southwestern's maintenance facilities.

The Contractor shall be responsible for furnishing miscellaneous installation materials as specified in Section 1.4.2/Contractor-Furnished Materials. At Southwestern's option, the Contractor may be requested to furnish other materials or equipment. The Contractor shall submit a bid for any equipment or materials to be furnished for approval by Southwestern. The Contractor shall arrange for shipment and receipt of all Contractor-furnished equipment or materials. No shipment of equipment or materials shall be made directly to Southwestern unless Southwestern has previously agreed to accept such shipments.

The on-site installation and removal work shall be in accordance with the requirements specified in Section 2.0/ANTENNA SYSTEM INSTALLATION/REMOVAL AND RADIO SYSTEM INSTALLATION of these specifications. The Contractor shall furnish all labor, supervision, tools, equipment, and supplies required to perform the equipment installation and/or removal. The Contractor shall also be responsible for removal and proper disposal of all shipping/packaging materials and any excess materials or equipment removed under this contract. Any excess materials shall be returned to Southwestern.

1.2 SUBMITTALS

The Contractor shall submit manufacturer drawings or catalog data sheets for all equipment or materials furnished under this contract to Southwestern for review. The submittal shall clearly indicate the catalog item and ratings of the equipment or materials to be furnished. Item numbers, as shown on the construction drawings, shall be clearly indicated on the submittal drawings, if applicable.

The Contractor shall submit two (2) copies of each drawing or catalog data sheet for review to the Southwestern Contracting Officer's Representative (COR). Southwestern will require thirty (30) calendar days for review of drawings or catalog data sheets submitted for approval, and this review time will apply to each separate submittal or resubmittal whether drawings or catalog data sheets are approved, not approved, or returned for revision. If Southwestern uses time in excess of the above-stated number of days for reviewing any submittal or resubmittal, the excess time will be added to time allowed for the completion of the work affected by such excess time. Number of

calendar days required for review of drawings or catalog data sheets submitted or resubmitted for approval will include the date drawings or catalog data sheets are received by Southwestern and will extend through the date of return mailing to the Contractor.

Southwestern shall have the right to require the Contractor to make any changes in the drawings and data which may be necessary to show the equipment furnished conforms to the requirements of these specifications. Review by Southwestern shall not relieve the Contractor of meeting the requirements of these specifications or for correctness of the Contractor's drawings or catalog data sheets.

The mailing address for the submittal of drawings or catalog data sheets to the COR is as follows:

U.S. Department of Energy
Southwestern Power Administration
Attn: Jerome (Jerry) E. Ferguson, S3301
One West Third Street
Williams Tower I, Suite 1516
Tulsa, OK 74103-3519

1.3 DEFINITIONS

In addition to the terms and abbreviations covered in Section 1.4.3/Reference Specifications and Standards, the terms and definitions listed below apply:

- "Southwestern" or "Southwestern Power Administration" as used herein means the Government.
- "COR" as used herein means the person duly appointed as the Contracting Officer's Representative by the Contracting Officer.
- "Approved" or "approval" as used herein shall mean approved by the COR except where another specific authority is designated.
- Field Representative as used herein means the Southwestern COR, Project Manager, Project Engineer, or Inspector.
- "Material" or "materials" as used herein to denote items furnished by the Contractor or by Southwestern means machinery, equipment, components, products, or any other item incorporated in the work.
- "Provide" or "providing" as used herein shall mean "furnish and install" or "furnishing and installing", including all labor and materials to construct or install an item complete and ready for use.

- Where "provide", "install", "furnish", "repair", or words of similar import are used, it shall be understood that reference to the Contractor is intended unless clearly indicated otherwise.
- "Section" as used herein means all written text designated by a section number (e.g., 1.2.2) and includes all subsections under the referenced designation.

1.4 MATERIALS

1.4.1 Southwestern-Furnished Materials and Property

1.4.1.1 Materials

Unless otherwise specified, Southwestern will furnish the following equipment and materials as required for specific projects to be defined at a later date:

Antenna System Equipment

Antennas:

- Microwave (High Performance, 4.5-5.0 GHz, or 7.125-8.5, or Multi-Band 4/8 GHz) antennas as furnished by RFS, Andrew, or equal. Solid dish (6 ft.-15 ft., typical) with radomes. Mounting and high wind kits included.
- 900 MHz antennas (890-960 MHz). SCALA RY-900A Radome-Protected Yagi, Solid, or Grid Dish (4 ft.-6 ft., typical), or equal. Mounting kits included.
- Fixed VHF Antennas (164-174 MHz). Decibel 264C or equal. Mounting kits included.

Transmission Line:

- Elliptical waveguide (premium grade). RFS EP78 or equal.
- Twistflex rectangular waveguide (connection between elliptical waveguide and MW radio). RFS TF112-CC1-024I or equal.
- Foam dielectric coaxial cable. Andrew LDF series or equal.

Dehydrator:

- Automatic Dehydrator. Andrew MT050-81387 or equal.
- Distribution Manifold. Andrew LM400-H or equal.

Miscellaneous:

- Waveguide pressure windows.
- Transmission line connector kits.
- Transmission line grounding kits.
- Transmission line hangers.

- Transmission line hoisting grips.
- Coax protector. Polyphaser IS-B50HN-CO-MA or equal.
- Transmission line wall feed-throughs.
- Power Distribution Unit (PDU).
- Ice Shields (12" x 12").
- Standard 19-inch EIA steel racks as required.

Radio System Equipment

- Alcatel MDR-8000 or NEC 3000S Series Digital Microwave Radios or equal. Quad Diversity or Hot-Standby Transmitter/Space Diversity Receiver configuration.
- Microwave Data Systems (MDS) LEDR 900S or equal.
- EF Johnson 2600 Series Analog/Digital Repeater or equal.

After completion of each project, the Contractor shall furnish Southwestern with all excess Southwestern-furnished equipment and material, including an itemized list of materials returned with quantities indicated and all like material packaged together.

1.4.1.2 Property

Southwestern will furnish the following property:

- Radio towers, including cable bridges.
- Permanent facilities for installation of equipment.
- DC power for radio and associated equipment.
- All required frequencies and associated licenses for the radio systems.
- Facility and tower drawings and documentation, as part of the project-specific design packages.

1.4.2 Contractor-Furnished Materials

1.4.2.1 General

The Contractor shall furnish all power and control cabling and raceways as required for the equipment installation in the radio buildings. Southwestern's typical radio buildings are approximately 36 ft. x 12 ft. or smaller. The Contractor shall assume worst case for estimating cabling and raceway requirements for the associated units of work included in Section B/SUPPLIES OR SERVICES AND PRICES/COSTS.

The Contractor shall also furnish all miscellaneous installation materials required to complete the installation work. These items shall include, but not be limited to, cable terminations, sealants, and other weatherproofing materials.

On a specific project basis, the Southwestern COR may request the Contractor to furnish other equipment or materials required for the project. In response to a request by the Southwestern COR, the Contractor shall furnish a quote for the requested material. The costs associated with these materials shall be negotiated and paid under Section I/FAR 52.243-4, CHANGES, of this contract.

All materials furnished by the Contractor shall be new and of current manufacture. Refer to SECTION I, FAR 52.236-5/MATERIALS AND WORKMANSHIP, for additional material requirements.

1.4.2.2 Substitution of Materials

The type and grade of materials specified from any source shall be provided. If the specified materials are not available, substitute materials, approved in writing, may be used. Adjustment will be made in favor of Southwestern if the substitute materials cost less to the Contractor than the materials specified.

If the substitution involves an adjustment in Southwestern's favor, then a contract change will be issued in accordance with SECTION I, FAR 52.243-4/CHANGES.

1.4.3 Reference Specifications and Standards

1.4.3.1 General

Reference to Federal Specifications, Federal Standards, ANSI, ASTM, and other standard specifications and codes shall be to the most current edition. If requirements in a referenced specification, standard, or code conflict with these specifications, these specifications shall govern. If materials are not specified by Federal, ANSI, ASTM, or other standards or codes, materials furnished shall be of standard commercial quality. Where types, grades, or other options offered in the referenced specifications are not specified in these specifications, material furnished will be acceptable if in accordance with any one of the types, grades, or options offered.

1.4.3.2 Abbreviations

Section 1.4.3.5/Addresses specifies the abbreviations for associations and standardizing agencies which are used in these specifications.

1.4.3.3 Obtaining Federal Specifications

Copies of Federal Specifications at Business Service Centers of Regional Offices of the General Services Administration shall be obtained.

1.4.3.4 Obtaining Other Specifications

Specifications, standards, and codes published by associations or other standardizing agencies shall be obtained directly from those agencies.

1.4.3.5 Addresses

Other referenced specifications, standards, and codes shall be obtained from the addresses listed below.

Federal Specifications and Standards
Specifications Activity, Building 197
Washington Navy Yard
General Services Administration
Washington, DC 20407

Military Specifications and Standards
Naval Publications and Forms Center
5801 Tabor Avenue
Philadelphia, PA 19120

AA-Aluminum Association
818 Connecticut Avenue, N.W.
Washington, DC 20006

AAMA-Architectural Aluminum Manufacturers Association
35 East Wacker Drive
Chicago, IL 60601

AASHTO-American Association of State Highway
and Transportation Officials
444 North Capitol Street, N.W., Suite 225
Washington, DC 20001

ACI-American Concrete Institute
P.O. Box 19150
Redford Station
Detroit, MI 48219

AISC-American Institute of Steel Construction, Inc.
400 North Michigan Avenue
Chicago, IL 60611

AISI-American Iron and Steel Institute
1000 16th Street, N.W.
Washington, DC 20036

ANSI-American National Standards Institute
1430 Broadway
New York, NY 10018

APA-American Plywood Association
7011 South 19th Street
Tacoma, WA 98466

ASHRAE-American Society of Heating, Refrigeration
and Air-Conditioning Engineers, Inc.
345 East 47th Street
New York, NY 10017

ASME-American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017

ASTM-American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103

AWI-Architectural Woodwork Institute
2310 South Walter Reed Drive
Arlington, VA 22206

AWPA-American Wood-Preservers' Association
7735 Old Georgetown Road
Bethesda, MD 20014

AWS-American Welding Society, Inc.
2501 N.W. Seventh Street
Miami, FL 33125

AWWA-American Water Works Association, Inc.
6666 West Quincy Avenue
Denver, CO 80235

BIA-Brick Institute of America
1750 Old Meadow Road
McLean, VA 22102

BuRec-Bureau of Reclamation, Engineering and Research Center
Denver Federal Center, Building 67
Denver, CO 80225

CFR-Consumer Product Safety Commission
Washington, DC 20207

EPA-Environmental Protection Agency
Washington, DC 20460

FM-Factory Mutual System
1151 Boston-Providence Turnpike
Norwood, MA 02062

IEEE-Institute of Electrical and Electronics Engineers
345 East 47th Street
New York, NY 10017

IES-Illuminating Engineering Society
345 East 47th Street
New York, NY 10017

ICEA-Insulated Cable Engineers Association
P.O. Box P
South Yarmouth, MA 02664

NACE-National Association of Corrosion Engineers
1440 South Creek Drive
Houston, TX 77084

NEC-National Electrical Code
National Fire Protection Association
Battery March Park
Quincy, MA 02269

NEMA-National Electrical Manufacturers Association
2101 L Street, N.W.
Washington, DC 20037

NESC-National Electrical Safety Code
Institute of Electrical and Electronics Engineers
345 East 47th Street
New York, NY 10017

NFPA-National Fire Protection Association
Battery March Park
Quincy, MA 02269

NFOPA-National Forest Products Association
1619 Massachusetts Avenue, N.W.
Washington, DC 20036

NSF-National Sanitation Foundation
Box 1468
Ann Arbor, MI 48106

OSHA-Occupational Safety and Health Administration
3rd and Constitution Avenue
Washington, DC 20210

PCA-Portland Cement Association
Old Orchard Road
Skokie, IL 60076

PS-Product Standard
U.S. Department of Commerce
Washington, DC 20203

RIS-Redwood Inspection Service
One Lombard Street
San Francisco, CA 94111

SAE-Society of Automotive Engineers
400 Commonwealth Drive
Warrendale, PA 15096

SDI-Steel Deck Institute
Box 3812
St. Louis, MO 63122

SJI-Steel Joist Institute
1703 Parham Road, Suite 204
Richmond, VA 23229

SMACNA-Sheet Metal and Air-Conditioning Contractors
National Association, Inc.
8224 Old Court House Road
Tysons Corner
Vienna, VA 22180

SSPC-Steel Structures Painting Council
4400 Fifth Avenue
Pittsburgh, PA 15213

TCA-Tile Council of America, Inc
Box 326
Princeton, NJ 08540

TPI-Truss Plate Institute
1800 Pickwick Avenue
Glenview, IL 60025

UBC-Uniform Building Code
International Conference of Building Officials
5360 South Workman Mill Road
Whittier, CA 90601

UL-Underwriters' Laboratories
333 Pfingsten Road
Northbrook, IL 60062

UPC-Uniform Plumbing Code
International Association of Plumbing and Mechanical Officials
5032 Alhambra Avenue
Los Angeles, CA 90032

WWPA-Western Wood Products Association
1500 Yeon Building
Portland, OR 97204

1.5 LOCAL CONDITIONS

1.5.1 Rights-of-Way

Southwestern will furnish the right-of-way or site for the work and the right-of-way for access to the work over existing routes.

1.5.2 Access to the Work and Haul Routes

1.5.2.1 General

Work shall be performed on the rights-of-way necessary for access to the site. Haul roads, access roads, bridges, and drainage structures required for construction operations shall be constructed and maintained by the Contractor.

1.5.2.2 Contractor's Investigations

The condition and availability of public and private roads and clearances, restrictions, bridge load limits, bond requirements, and other limitations that may affect transportation and ingress and egress at the jobsite shall be investigated. Unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time. See SECTION I, FAR 52.236-3/SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.

1.5.2.3 Existing Roads

Existing roads are available subject to applicable restrictions. All conditions imposed upon the use of existing roads by those having jurisdiction, including seasonal and other limitations or restrictions, shall be met. Excess size and weight fees shall be paid and bonds conditioned upon repair of road damage shall be posted.

1.5.2.4 Haul Routes

Intra-job hauling over public highways, roads, and bridges shall be in accordance with applicable local regulations and shall minimize interference with local traffic. Where haul routes cross public highways or roads, the Contractor shall provide barricades, flagpersons, and other necessary precautions as required by H.11 ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS of Section H/SPECIAL CONTRACT REQUIREMENTS.

1.5.3 Protection of Existing Installations

1.5.3.1 General

In addition to SECTION I, FAR 52.236-9/PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, the location of buried conduit, pipe, cable, ground mat, and other buried items shall be obtained prior to performing any excavation in the existing installation. Proper methods shall be used for protecting existing installations during excavating and backfilling operations and when installing equipment and materials.

1.5.3.2 Protective Installations

Protective installations shall permit operation of existing equipment and facilities while construction work is in progress. All protective installations shall be removed after they have served their purpose. Materials furnished to provide protection shall remain the Contractor's property.

1.5.4 Electric Power for Construction Purposes

Electric power up to a maximum of approximately 5 kVA for construction purposes will be available without cost. Source of supply is located in the radio buildings. The Contractor may furnish power for his operations by other means. Power made available by Southwestern will be delivered as single phase, 60 Hz, AC at approximately 120/240 volts. There shall be coordination with the COR for establishing electric power service.

1.5.5 Water for Construction Purposes

Water for construction purposes shall be furnished by the Contractor. Arrangements shall be made for obtaining the water and providing for conveyance of the water to the points of use.

1.5.6 Sanitation Facilities

Chemical toilet facilities at locations approved by the COR shall be provided by the Contractor. Contractor personnel shall not use the permanent facilities in the Southwestern facilities.

1.5.7 Telephone Service

Contractor shall make arrangements for its own telephone service. Contractor personnel shall not use the telephone in the Southwestern facilities. The Contractor shall provide telephone service to the site(s) for installation and testing purposes.

1.6 ENVIRONMENTAL QUALITY PROTECTION

1.6.1 Environmental Requirements

Applicable Federal, state, and local environmental laws, orders, and regulations shall be complied with. The contract clauses prescribe environmental requirements and the sections in this subdivision specify further measures to be followed. The Contractor shall comply with Clause No. H.11/ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS of Section H/SPECIAL CONTRACT REQUIREMENTS.

1.6.2 Landscape Preservation

The landscape shall be preserved in accordance with SECTION I, FAR 52.236-9/PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS.

1.6.2.1 Construction Roads

Location, alignment, and grade of construction roads shall be subject to COR approval. When no longer required, construction roads shall be restored to their original condition. Surfaces of construction roads shall be scarified to facilitate natural revegetation, provide for proper drainage, and prevent erosion.

1.6.2.2 Construction Facilities

Shop, office, and yard areas shall be located and arranged in a manner to preserve trees and vegetation to the maximum practicable extent. On abandonment, storage and construction buildings, including concrete footings and slabs, shall be removed from the site. The area shall be regraded as required so that all surfaces drain naturally, blend with the natural terrain, and are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

1.6.3 Disposal of Waste Materials

In addition to the requirements of SECTION I, FAR 52.236-12/CLEANINGUP, all waste materials shall be removed from the construction site and right-of-way.

1.6.3.1 Waste Materials

Waste materials include refuse, garbage, sanitary waste, industrial wastes, petroleum products, cleared materials, lumber, pipe, electrical cable, and all other excess materials resulting from demolition and construction operations.

1.6.3.2 Disposal of Waste Materials

Waste material shall be hauled to an approved dump. All arrangements shall be made with private properties and local officials to dispose of waste materials.

1.6.3.3 Disposal of Controlled and Regulated Materials

Controlled and regulated materials and their containers shall be disposed of in accordance with the manufacturer's label instructions and applicable laws and regulations.

2.0 ANTENNA SYSTEM INSTALLATION/REMOVAL AND RADIO SYSTEM INSTALLATION

2.1 GENERAL

This section specifies the installation of the antenna system equipment and the installation of radio system equipment. Installation procedures not specified herein shall be in accordance with the recommendations and drawings of the antenna, transmission line, and radio equipment manufacturers.

The Contractor shall provide pricing based on the units of work defined in Section B/SUPPLIES OR SERVICES AND PRICES/COSTS of this contract. Antenna system installation/removal is based on the installation/removal of one antenna system at a defined range of antenna centerline height above ground level (AGL) for an existing stand-alone communication tower. For antennas to be installed on (or removed from) existing building structures, or combination of building structure and small tower/mast (rather than stand-alone communication towers), the length of coax installed from the antenna to the terminating radio equipment location will be used in lieu of antenna centerline height to determine the CLIN in Section B that applies to that particular installation (or removal).

2.1.1 Personnel Qualifications

Contractor personnel performing the installation of the antenna systems shall be certified as qualified installers by the manufacturer of the antenna systems or by other industry-recognized organizations. Contractor personnel performing the installation of radio system equipment shall be certified by the manufacturer of the radio equipment as qualified installers. All Contractor personnel certifications shall be submitted to the COR for approval prior to commencement of work.

2.1.2 Miscellaneous Material

All miscellaneous materials, except those items specified to be furnished by Southwestern, shall be furnished by the Contractor as required for the complete installation of the equipment. These materials shall include, but shall not be limited to, power cables, lugs, control cables, cable terminations, no-oxide grease, sealants, and other weatherproofing materials.

2.1.3 Equipment Racks

Equipment installed under these specifications will be installed in either existing racks or new racks to be installed by the Contractor. Southwestern will furnish standard 19 and/or 23-inch EIA equipment racks for installation by the Contractor as required for specific projects. Racks shall be securely installed per manufacturer specifications and as indicated on the Southwestern-furnished drawings. The Contractor shall provide any miscellaneous hardware required for installation of the racks.

Racks shall be tied to the existing building ground system using bolted clamp type terminals. All grounding connections shall be thoroughly cleaned, prepped, and coated with "non-oxide" corrosion prohibiting grease.

2.1.4 Equipment Protection

The Contractor shall be responsible for Southwestern-furnished material once the Contractor removes the equipment from the specified Southwestern maintenance facility. All equipment shall be protected from theft and damage. Equipment shall be securely stored and suitably protected from the elements, mold, mildew, and infestation by insects, reptiles, and vermin during storage and installation.

All equipment equipped with easily broken components shall be protected as required to prevent damage throughout the installation period.

2.1.5 Repair of Damages

The Contractor shall immediately repair any damage which results from this construction or abnormal use, including damage done to the existing facilities. All such repair work must be acceptable to Southwestern.

2.1.6 Cleaning

Each equipment item shall be cleaned of sand, dirt, and other foreign materials after its removal from storage, immediately before its movement to its final location, and before initial operation of individual items of equipment.

2.1.7 Maintenance Tools

Special maintenance tools furnished with equipment shall be stored as directed by Southwestern's COR and shall not be used for the equipment's installation.

2.1.8 Installation at Southwestern's Facilities

All equipment shall be installed in accordance with the manufacturer specifications, these specifications, and Southwestern-furnished installation drawings. The Contractor shall not make any modification to any Southwestern facility without first coordinating the modification and obtaining approval from Southwestern's COR.

2.1.9 Contractor Mobilization

Mobilization is defined as the initial deployment of equipment, materials, and personnel to the project site and the return of equipment, materials, and personnel to the Contractor's originating location. Mobilization shall include picking up all Southwestern-furnished materials at the designated Southwestern staging location for

each project and transporting the materials to the project site(s). Where multiple projects are given the Contractor to be completed on a contiguous schedule in the same geographic area, only one (1) mobilization charge will be allowed. Mobilization costs shall be based on the shortest driving distance from Tulsa, OK to the project site as determined using "Yahoo! Maps" (www.maps.yahoo.com/dd). If the delivery order includes multiple project sites in the same geographic area, then the mobilization shall be based on the distance from Tulsa, OK to the farthest project site. Contractor mobilization will be paid on a delivery order basis under Section B/SUPPLIES OR SERVICES AND PRICES/COSTS, CLIN 7 of this contract.

2.2 ANTENNA SYSTEM INSTALLATION

This section specifies the requirements for a complete antenna system installation.

2.2.1 Antenna Installation

The Contractor shall install all antennas at the specified elevation and azimuth on the tower as shown on the project drawings. Installation of new antenna pipe mounts or relocation of existing pipe mounts shall be included with the antenna installation.

Microwave antenna installations shall also include the installation of high wind load kits and ice shields. An ice shield shall be mounted above the cable to antenna connection for each microwave antenna. As a minimum, the ice shield shall be 12 inches by 12 inches (12" x 12") in size and fabricated from galvanized steel floor grating.

2.2.2 Transmission Line Installation

The Contractor shall install all waveguide/coax transmission line systems. The transmission line shall be contiguous from the connection at the antenna (antenna port or jumper) to the connection at the radio (radio port or jumper). Splice points in the main run of transmission line are not acceptable. Pressure windows shall be included with the installation of pressurized waveguide. Coax protector (Polyphaser) installation shall be included with the LDF Series (or equal) coaxial cable.

The installation shall include, but not be limited to, the following:

- a. The transmission line shall be hoisted using the appropriate hoisting grips. On long runs, hoisting grips shall be spaced such that the transmission line is supported at least every 30 m (100 feet) by a hoisting grip. Hoisting grips shall remain on the transmission line after it is installed and attached to the tower as additional support for the transmission line.
- b. Cable hangers shall be used to attach the transmission line to the tower or other structure every 0.91 m (3 feet). Existing waveguide ladder attachment points shall be used for routing the transmission line unless unavailable.

- c. The transmission line shall be properly attached to the antenna following the procedure recommended by the manufacturer.
- d. Grounding kits shall be installed in accordance with the manufacturer's recommendations, Section 2.2.3/Grounding, and the installation drawings. Grounding kit installation methods involving drilling of the tower are not acceptable.
- e. All transmission lines shall be suspended from a horizontal cable bridge (provided by Southwestern) between the tower and the building. Attachments of the transmission line to the cable bridge shall not exceed 0.91 m (3 feet) spacing.
- f. Wall feed-throughs shall be used. Cables shall be inserted and sealed to water- and dust-tight integrity.

The Contractor shall take every precaution to prevent damage to the transmission line such as kinks; exceeding minimum bending limits; damage to outer covering, punctures, cuts; or any other damage. The Contractor shall use bending and stripping tools recommended by the transmission line manufacturer. All transmission lines shall be clearly identified with permanent labels. Labels shall be machine-printed self-laminating labels, as furnished by Brady or equal.

2.2.3 Grounding

Exposed elements of the antenna system shall be grounded against lightning and electrical shock hazards. All elements shall be bonded to each other, to the supporting structures, and to the ground wire running the length of the tower.

The transmission line shield shall be grounded as follows.

- 1. At the top of the vertical run 12"-18" below the bend to the horizontal run to the antenna connector.
- 2. At the bottom of the vertical run 12"-18" above the bend to the horizontal run under the ice bridge.
- 3. Just outside the building entrance.
- 4. Evenly spaced every 60 ft.-80 ft. on vertical runs.

The grounding kits shall be connected to the ground wire running the length of the tower and not to the structural steel. All ground wire shall be number 6 AWG or larger copper wire.

2.2.4 Drying and Pressurization Equipment Installation

Drying and pressurization equipment shall be installed in accordance with the manufacturer's instructions, these specifications, and installation drawings. Drying/pressurization equipment shall be rack mounted in either an existing rack or new Contractor-installed rack, as shown on the installation drawings. The Contractor shall furnish and install all power wiring, electrical conduit, and miscellaneous materials required to connect equipment to the existing power panel. The Contractor shall also furnish and install all control wiring to wire out external alarm contacts to the existing alarm system interface.

2.2.5 System Testing and Alignment

The Contractor shall furnish qualified personnel and all equipment necessary to perform and document the following tests and alignment of the completed antenna system. A Hewlett Packard HP 8596 Spectrum Analyzer (9 KHz to 12.8 GHz) or approved equal shall be utilized for measurement capabilities supporting radio frequency, microwave, and digital applications. The Contractor shall submit a copy of the proposed test plan and test equipment for approval by the Southwestern COR prior to initiating tests.

All system tests shall be performed under the direction and supervision of Southwestern. Two (2) copies of test results shall be provided to Southwestern upon completion. Copies of all tests shall also be included in the final project notebook.

1. Return Loss. All transmission lines shall be sweep-tested for return-loss at each of the following stages of installation. Return loss shall be greater than 28 dB for no less than 80 percent of the frequency band of operation.
 - a. Prior to installation.
 - b. After installation with all supports, clamps, and grounding in place.
 - c. After installation of the transmission line with antenna connected.
2. Cable Loss (or Insertion Loss) Measurement. Cable loss shall be measured after the transmission line is installed and compared against calculated values in the path profile.
3. Voltage Standing Wave Ratio (VSWR). VSWR measurements shall be performed on the completed antenna system at both the transmit and receive frequencies of the associated radio equipment. This measurement shall document the effects of connectors, transmission line bends, and other abnormalities in the overall antenna system.
4. Antenna alignment shall be performed without the use of radio terminal equipment. Antennas shall be aligned such that no additional alignment is necessary when radio equipment is installed at a later date. Antennas shall be aligned for optimal

performance using test equipment capable of generating a test signal at the operating frequency specified for the radio path. Frequency used and path loss measurement shall be documented once final alignment is obtained.

5. A spectrum analyzer interference measurement shall be made at the radio end of the antenna-feeder subsystem, after antenna alignment, of the spectrum centered on the receiver frequencies covering a total bandwidth of 100 MHz. A second measurement shall cover the frequency band of operation for the antenna system. This measurement shall be made with the lowest possible noise floor and recorded via photograph or plotter output and included in the test records.
6. Each elliptical waveguide run shall be tested for leakage after installation. Pressurizer/dehydrator shall be operated until the gauge reaches rated pressure for the waveguide under test. The line shut-off valve shall be closed once rated pressure is reached. Loss of pressure shall not exceed 1 psi in 48 hours, corrected for variations caused by changes in temperature.

2.3 ANTENNA SYSTEM REMOVAL

The Contractor shall remove existing antenna systems as requested by Southwestern. Removal of antenna systems shall include the antennas, transmission line, grounding straps, hangers, and all miscellaneous hardware associated with the antenna system being removed.

The Contractor shall be responsible for the removal from the site and proper disposal of the antenna systems removed.

2.4 RADIO SYSTEM EQUIPMENT INSTALLATION

The Contractor shall install, connect to antenna system, and provision all radio equipment in accordance with the manufacturer's specifications and Southwestern-furnished installation drawings to provide a complete operational radio system. All cabling associated with the radio equipment installation shall be clearly labeled using machine-printed, self-laminating labels, as furnished by Brady or equal.

The Contractor shall furnish and install all power cable, electrical conduit, and miscellaneous materials required to connect (1) radio equipment to the rack-mounted power distribution unit (PDU) and (2) PDU to existing DC power panel. Properly sized power circuit breakers will be furnished by Southwestern for installation by the Contractor. The Contractor shall furnish and install control cabling to wire external alarm outputs to the existing alarm system interface.

2.4.1 Radio System Tests

All system tests shall be performed under the direction and supervision of Southwestern. Southwestern will furnish the Contractor copies of the preliminary path

calculations for comparison to test results. Two (2) copies of test results, including a completed copy of the radio manufacturer's "Field Test Data Sheets" or approved equal, shall be provided to Southwestern upon completion. Copies of all test results shall also be included in the final report.

The Contractor shall furnish experienced personnel and all equipment and apparatus necessary for adjustment and testing of all radio equipment.

2.4.1.1 Initial Checkout and Tests

The Contractor shall perform all initial turn-up tests as specified by the radio manufacturer and the following test measurements and activities as applicable to the type of radio equipment installed. The Contractor shall submit a copy of the proposed test plan and test equipment for approval by the Southwestern COR prior to initiating the tests.

1. Final antenna alignment as required.
2. Frequency measurement.
3. DC power supply measurement.
4. Path loss (derived from transmitter output power, antenna system gain/loss, and received signal level).
5. Fade margin measurement.
6. Interface measurement [bit error rate (BER), signal levels]. The BER test shall be performed at the full data rate of the radio equipment over a 24-hour period. For hot-standby or quad-diversity radio configurations, a separate 24-hour BER test shall be performed on both A and B sides. Minimum acceptable criteria for BER is $10E-11$ or better for OC-3 level and $10E-9$ or better for DS-3 and below.
7. Radio equipment alarm tests (verify that alarm conditions initiate alarm indications and contact closures).
8. Failover tests for power supplies, transmitters, and receivers.
9. Other tests recommended by the Contractor or COR.

If the equipment does not pass these tests, the Contractor shall make the necessary modifications and conduct the failed tests a second time. The Contractor shall be responsible for retesting until passing results are obtained. Additional costs associated with retesting attributable to Contractor-performed work shall be the responsibility of the Contractor, including any travel and per diem costs. Retesting attributable to

Southwestern-furnished design or additional testing requested by Southwestern shall be at the hourly rate specified in Section B/SUPPLIES OR SERVICES AND PRICES/COSTS, CLIN 6.1 of this contract.

2.4.1.2 Final Acceptance

After the radio system equipment has been correctly installed, all required testing has been successfully completed, and all items have been approved by Southwestern's COR, Southwestern will give the Contractor a written notice of final acceptance within ten (10) working days after receipt of the final documentation.

3.0 ELECTRICAL

3.1 GENERAL

The Contractor shall furnish and install all electrical cables, conduit, and materials not furnished by Southwestern as required to complete the installation of the radio equipment and antenna systems per the manufacturer's instructions, these specifications, and as shown on Southwestern-furnished drawings. All electrical cables shall be installed in metal conduit.

3.2 EQUIPMENT AND MATERIALS

Electrical equipment and materials shall be as specified herein, on the drawings, and in accordance with the NEMA, ANSI, IEEE, ICEA, AEIC, and ASTM Standards; the NEC; the Federal Specifications; the NESC; and the Standards of the Underwriters' Laboratories, Inc., as applicable. Only new electrical equipment of current manufacture shall be furnished. All units of measurement shall be in accordance with the International System of Units (SI), or SI and American Standards. All data, drawings, and nameplates shall be in English.

3.3 INSTALLATION

All electrical installations shall be in accordance with these specifications, the latest edition of the NEC, NESC, and the adopted electrical code of the State in which the construction is located. The Contractor shall cooperate with any agency designated by that State to inspect the electrical installation for conformance with the applicable State code.

3.4 ELECTRICAL RACEWAY SYSTEM

3.4.1 General

The work includes furnishing and installing all materials and performing all work required to install the electrical raceway system.

3.4.2 Materials

Materials for the electrical conduit installation shall conform to the following:

1. Rigid Steel Conduit, Zinc Coated: Federal Specification WW-C-581 and ANSI C 80.1.
2. Rigid Metal Conduit: Federal Specification WW-C-540.
3. Electrical Plastic Conduit and Fittings: Schedule No. 40, PVC, in accordance with NEMA Publications No. TC2 and TC3.
4. Tubing, Electrical Metallic: Federal Specification WW-C-563.
5. Flexible Metal Conduit: Federal Specification WW-C-566 for indoor use only. For outdoor use, liquid-tight type flexible metal conduit shall be used.
6. Metal Conduit Fittings: Federal Specifications W-F-406 and W-F-408.

3.4.3 Installation

All conduit shall be installed and all conduit connections to equipment made. Conduit shall be installed complete with necessary fittings and supports. Bends shall be gradual and smooth to permit the pulling of insulated electrical wires and cables without undue stress or damage to the insulated electrical wires and cable sheath, or to the conduit. Conduit runs and bends shall be entirely free from kinks, indentations, or flattened surfaces. Unless otherwise indicated, metal conduit bends made in the field shall have not less than the minimum radii in accordance with the National Electrical Code, or as otherwise shown on the drawings, and shall be bent cold to prevent damage to the protective coating. Burrs and sharp corners at the ends of each piece of metal conduit shall be removed.

Male threads of rigid metal conduit joints shall be coated with a suitable graphite or zinc sealing material before making joints and shall be tightened securely to prevent the entrance of moisture or any other foreign material.

For steel conduit, the completed joints, terminations, wrench marks, and all other places where the zinc covering is damaged shall be completely covered with a protective varnish to provide protection from corrosion. All embedded joints in nonmetallic conduit shall be tightened securely and permanently sealed to prevent the entrance of any foreign material.

Bushings and chase nipples or bell ends shall be installed on the ends of conduit to protect the insulation or sheath of the wires or cables from abrasion. Locknuts and

bondnuts shall be installed on metal conduit to provide tight ground connections between conduit and boxes, panelboards, and cabinets.

Ends of conduits terminating at outdoor boxes, panelboards, or cabinets shall be sealed with an approved sealing material to prevent air circulation from the conduit into such boxes, panelboards, or cabinets.

Unless otherwise directed, the exposed conduit runs shall be straight and shall be parallel with each other and with the centerlines of the structure where they are located. Unless otherwise specified or directed, exposed conduits shall be rigidly supported at intervals of not more than 1500 m (5 feet). Installation of exposed conduit shall include, where required, the drilling of holes in bottom and top enclosures or plates and in side enclosures of control and station service and other electrical equipment. All exposed conduit shall be tightened securely and shall be supported rigidly in place, and all connections to outdoor boxes shall be watertight.

3.5 INSULATED CONDUCTORS AND CABLES

3.5.1 General

Installation shall be defined to include placement, lacing, splicing, and terminating conductors; coiling and taping of spare conductors; and identification (labeling), testing, and verification of each circuit, cable, and conductor.

3.5.2 Definitions

For the purposes of these specifications, the following definitions shall apply:

1. Cable: Cable, cables, wire, wires, or conductor.
2. Low Voltage Power Cable: Cable rated 600 volts or less used for power loads, including radio equipment and drying/pressurization equipment.
3. Control Cable: Cable used for control, alarm, and Southwestern-identified low-current control circuits and any circuits not identified as power circuits.
4. Indoor Cable: Any cable with its entire length indoors.
5. NEC: National Electrical Code ANSI 70.
6. NESC: National Electrical Safety Code, ANSI C 2.
7. WC Plus a Specified Number: Wire and cable NEMA Publication having specified WC number.

3.5.3 Materials

3.5.3.1 General

All cable shall be in accordance with the NEC, ICEA, and NEMA standards. Conductors shall be Class B or Class C copper and have metric SI square millimeter (mm²) or American Wire Gauge (AWG) designation. All power and control cable shall be 600 volt insulated suitable for installation in trays and general use.

Cable shall be furnished with a certification of date of manufacture. Cable manufactured more than two years prior scheduled start of work is not acceptable.

3.5.3.2 Control Cable

Control cable shall be multi-conductor type cable. Individual conductors shall be insulated with ethylene-propylene rubber insulation and color-coded in accordance with ICEA-NEMA (K-1). The cable shall have a binder tape and overall polyethylene jacket.

3.5.3.3 Power Cable

Power cable shall be THHN/THWN stranded copper cable properly sized for the application based on NEC and NESC guidelines. Color code shall be as follows.

Red:	Power (Neg. DC)
Black:	Return
Green:	Ground

3.5.4 Installation

3.5.4.1 General

The Contractor shall install all cables in accordance with the drawings, the requirements of these specifications, and NESC and NEC requirements where applicable. Installation shall include placement, lacing, splicing, terminating conductors, coiling and taping of spare conductors, and identification, testing, and verification of each circuit, cable, and conductor. Installation of cable in existing trays shall also include removal and replacement of existing cable tray covers. All runs, connections, lacing, soldering, taping, and tagging of insulated conductors shall be made subject to approval of the COR.

The Contractor shall complete the installation, including connecting to and extending existing circuits where required. Sufficient length shall be left at the end of the cable to make connections conveniently to equipment, fixtures, and devices. Spare single conductors at each end of a multiconductor cable shall be retained in a length equal to that of the longest single conductor of the multiconductor cable. At the termination of

each multiconductor cable, the conductors shall be formed into neat packs and laced or tied.

3.5.4.2 Conduit Preparation

Cable shall not be pulled into conduits until the conduit runs have been cleaned and are free from obstructions and sharp corners. A clean, dry, tight-fitting rag shall be drawn through the conduit immediately before installing the insulated conductors. Cable shall be installed so that there will be no cuts or abrasions in the insulation or protective covering or kinks in cable.

3.5.4.3 Terminations

Solderless-type lugs and connectors shall be used for joining or connecting cables to terminal blocks or devices.

For #8 AWG (8.37 mm²) cables and smaller, use preinsulated pressure-crimp type terminal connectors with ring tongues.

For #6 through #1 AWG, use long barrel lugs with two mounting holes. Hole spacing at 1/2" or 5/8". Apply clear shrink tube to uninsulated crimp-on lugs.

Clean all contact surfaces for lug attachment. Remove paint to bare metal. Apply non-oxide grease to the lug and the contact surface. Clean off excess non-oxide grease after making the connection.

3.5.4.4 Cable Markers

All cables installed shall be clearly marked at each end of the cable with machine-printed, self-laminating labels (black on white background), as furnished by Brady or approved equal. Handwritten labels are not acceptable. Labels shall identify the From/To information and include rack number, equipment description, and terminal identification. Label format shall be approved by Southwestern prior to installation. Labels shall be placed such that information is clearly visible. Individual conductors of multiconductor control cables shall be marked at each end with slip-on marking sleeves.

4.0 DOCUMENTATION

4.1 GENERAL

Each submission of drawings, data, manuals, and documents shall be accompanied by a letter of transmittal containing a list of items included. All drawings, data, manuals, documents, correspondence, literature, and technical data required to be furnished by the Contractor shall be in English. Units of measurement shall be in the International System of Units (SI), or SI and United States standard.

The drawings, data, manuals, and documents shall be complete and accurate in their content. Originals and all copies shall be legible. Freehand sketches will not be accepted.

All schematic and wiring diagrams shall have graphical symbols and device function numbers conforming with the latest applicable standards of ANSI Y32.2 and C37.2, respectively.

4.2 CONTRACTOR-FURNISHED MATERIALS

The Contractor shall submit manufacturer data sheets for all equipment furnished under this contract for approval by Southwestern. Southwestern will review and provide approval within thirty (30) days after receipt from Contractor.

4.3 SETS OF MANUFACTURER'S INSTRUCTION BOOKS OR MANUALS

All manufacturer instruction books, manuals, or other documentation included with Southwestern-furnished or Contractor-furnished equipment shall be furnished to Southwestern as part of final acceptance of the Contractor's work. The Contractor shall be responsible to ensure that all documentation is furnished to Southwestern in good condition.

4.4 PROJECT DOCUMENTATION

The Contractor shall submit a project notebook for each site which shall include the following minimum documentation:

1. Test plan and test measurement results.
2. As-built documentation. Southwestern-furnished design documents shall be red-lined by the Contractor to reflect "as-built" conditions.
3. Equipment data sheets for all equipment installed under this project.
4. Manufacturer instruction books and manuals.

Project notebooks shall be submitted within two (2) weeks after completion of work for approval by the Southwestern COR.

Contractor shall also furnish digital photographs of all installation work to verify that all work was performed as specified. Contractor shall furnish both electronic copies on compact disc and printed copies of photographs. Electronic copies shall use a consistent file naming convention that clearly identifies each picture. Printed copies shall be clearly labeled and included in the project notebook.

4.5 RIGHT TO USE CONTRACTOR'S DRAWINGS

Southwestern expressly reserves the right to use all submittal material in a manner prescribed within applicable Federal regulations.

4.6 MAILING ADDRESS

The Contractor shall transmit all submittals to Southwestern at the following mailing address:

U.S. Department of Energy
Southwestern Power Administration
Attn: Jerome (Jerry) E. Ferguson, S3301
One West Third Street
Williams Tower I, Suite 1516
Tulsa, OK 74103-3519

The Contractor shall send one (1) copy of the transmittal letter for all submittals to the COR. Each transmittal shall reference Southwestern's specifications number, title, and contract number.

Telephone and facsimile numbers for the COR are as follows:

Telephone Number: 918-595-6710
Facsimile Number: 918-595-6656

PART I - THE SCHEDULE

SECTION D - PACKAGING AND MARKING

RESERVED

PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

PART I – THE SCHEDULE

SECTION E – INSPECTION AND ACCEPTANCE

<u>CLAUSE NO.</u>	<u>TITLE OF CLAUSE</u>
E.01	ACCEPTANCE
E.02	CONSTRUCTION INSPECTOR
E.03	WARRANTY
E.04	FAR 52.246-1/INSPECTION OF CONSTRUCTION (JUL 1986)
E.05	FAR 52.246-2/WARRANTY OF CONSTRUCTION (APR 1984)

PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E.01 ACCEPTANCE

Acceptance of all work and effort under this contract (including "Reporting Requirements", if any) shall be accomplished by the Contracting Officer (CO), or any duly designated representative.

E.02 CONSTRUCTION INSPECTOR

(a) The work will be monitored under the direction of Southwestern and is subject to inspection by its duly appointed inspector(s) to ensure strict compliance with the terms of the contract. No inspector or other person is authorized to change any provision of the plans and specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

(b) The COR shall be contacted for technical information related to construction inspection at the address given below:

U.S. Department of Energy
Southwestern Power Administration
Attn: Jerry Ferguson, S3301
One West Third Street
Williams Tower I, Suite 1516
Tulsa, OK 74103-3519

Telephone Number: 918-595-6710
Facsimile Number: 918-595-6656

(c) A duly authorized inspector will be appointed and given authority to inspect the work for quality and compliance with the plans and specifications. No interpretation of this contract or direction will be binding upon the Contractor unless in writing and signed by Southwestern.

(d) According to SWPA Order 450/DAILY PROGRESS REPORT, the inspector will prepare daily reports which will be kept on file as a permanent part of the contract's record (see Attachment L/DAILY PROGRESS REPORT of Section J/LIST OF ATTACHMENTS). The Contracting Officer will use the Daily Inspector's Report for comparison purposes to ensure consistency when checks and investigations may be necessary to ensure compliance with the Labor Standards Requirement(s) of the contract.

E.03 WARRANTY

With respect to all warranties, express or implied from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor

shall require all warranties to be executed in writing for the benefit of the Government, and enforce all warranties for the benefit of the Government.

E.04 FAR 52.246-12/INSPECTION OF CONSTRUCTION (JUL 1986)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not –
 - 1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - 2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3) Constitute or imply acceptance; or
 - 4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full-size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to

be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.05 FAR 52.246-21/WARRANTY OF CONSTRUCTION (APR 1984)

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or controlled real or personal property, when that damage is the result of:
 - 1) The Contractor's failure to conform to contract requirements; or
 - 2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - 1) Obtain all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

- 3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
 - (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
 - (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to defects, gross mistakes, or fraud.

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

PART I – THE SCHEDULE

SECTION F – DELIVERIES OR PERFORMANCE

<u>CLAUSE NO.</u>	<u>TITLE OF CLAUSE</u>
F.01	CONSTRUCTION PROGRAM
F.02	LEAD TIMES
F.03	PERFORMANCE OF WORK BY CONTRACTOR
F.04	PRECONSTRUCTION CONFERENCE
F.05	PRINCIPAL PLACE OF PERFORMANCE
F.06	PROGRESS MEETINGS
F.07	DELETE
F.08	PRIORITIES
F.09	WORKING HOURS
F.10	WORK SEQUENCE
F.11	FAR 52.211-10/COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) – ALTERNATE (APR 1984)
F.12	FAR 52.242-14/SUSPENSION OF WORK (APR 1984)
F.13	FAR 52.245-3/IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)
F.14	PERIOD OF PERFORMANCE

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F.01 CONSTRUCTION PROGRAM

- (a) The construction program shall be submitted to the Contracting Officer Representative (COR) for review and approval recommendation to the Contracting Officer. If the COR recommends approval to the Contracting Officer (CO) and if the CO concurs with the COR's recommendation, the CO will approve, by signature, the Contractor's construction program. Pending approval of the construction program, the Contractor is to proceed with the work in accordance with the proposed construction program.
- (b) The construction program shall show the percentage of work for each line item or portion of work scheduled for completion each month and include an estimate of earnings by months. The schedule shall show the dollar amount for each line item. Program approval shall not obligate Southwestern to provide funds in any manner other than as provided in the contract clauses and special contract requirements.
- (c) A realistic construction program shall be submitted and discussed at the preconstruction conference before issuance of the Notice to Proceed.
- (d) An original or translucent reproducible and three blackline prints of the construction program and each revised program shall be submitted. Originals or reproducibles shall provide clear, sharp, legible prints by direct-contact methods.
- (e) The construction program shall be revised to keep it current and the program actual progress entered at the end of each progress payment period or at such other intervals determined by the Southwestern COR. Two marked prints of the revised program shall be submitted to the COR at each reporting interval.
- (f) The construction program shall show in detail the Contractor's schedule of operations and shall provide for orderly performance of the work. The construction program shall show the following:
 - 1. Sequence of operations
 - 2. Date the safety and health program will be submitted
 - 3. Dates for commencing and completing work for each task
 - 4. Order issue and delivery dates for Contractor-furnished materials
 - 5. Dates on which each item of Southwestern-furnished material will be required
- (g) The Contractor shall submit revised progress schedules whenever (1) the Contractor requests a progress payment, (2) the Contractor is unable to meet his performance requirement as specified by the approved progress schedule, and (3) when the Contractor requests a time extension to the contract. All revised progress schedules are subject to review and approval of the Contracting Officer.
- (h) See SECTION J, Attachment A/CONSTRUCTION PROGRESS SCHEDULE, for the format and minimum detail which shall be used by the Contractor.
- (i) See SECTION I, FAR 52.236-15/SCHEDULES FOR CONSTRUCTION CONTRACTS.

F.02 LEAD TIMES

(a) The following lead times are required for coordination and planning of activities related to construction:

- 1) Allow a minimum of seventy-two (72) hours for requesting changes relating to excavation activities, use of flame producing or heating devices, welding and cutting, access to restricted areas, and weekend or overtime work.
- 2) Allow a minimum of twenty-four (24) hours for changes relating to security escorts for all construction personnel with security clearances.

F.03 PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work (man-hours) equivalent to at least 50 percent of the total amount of work to be performed under this contract. See SECTION I, FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR

F.04 PRECONSTRUCTION CONFERENCE

(a) This conference will be administered by Southwestern prior to the start of work in accordance with SECTION I, FAR 52.236-26/PRECONSTRUCTION CONFERENCE. The exact time and location will be determined by Southwestern.

(b) Attendance:

- 1) Southwestern's Contracting Officer, COR, and construction inspector.
- 2) Officer of the construction company.
- 3) Proposed Contractor's superintendent.
- 4) Major subcontractor(s) representatives.

(c) Minimum Agenda:

- 1) Southwestern will review and discuss requirements relative to planning and the administration of the overall construction program. Security, safety, and fire prevention requirements will be discussed and clarified in this conference. See SECTION J, Attachment F/SOUTHWESTERN FORM 4220.13/POST AWARD CONFERENCE AGENDA AND CHECKLIST.
- 2) The Contractor shall provide copies of the following at the preconstruction conference:
 - (i) The safety plan. The contractor is to supply the safety plan (10) days prior to preconstruction meeting.
 - (ii) The draft construction schedule (bar charts) for the project will identify the elapsed time between milestones (reference to calendar dates not required). The milestones will include the issuance of submittals, procurement, fabrication, installation, inspection, and testing. This schedule and associated plan shall include all work required for the project. The Contractor shall also propose an official start date, including mobilization.

- (iii) The request for temporary utilities shall indicate the types, sizes, and general location of utilities required at the site. The requested location for office and storage trailers shall be included.

F.05 PRINCIPAL PLACE OF PERFORMANCE

- a) Location where work is to be performed:

The work shall be performed at Southwestern's existing facilities within the four-state region of Arkansas, Missouri, Oklahoma, and Texas.

F.06 PROGRESS MEETINGS

- a) Southwestern will schedule and preside at the progress meetings which will be held at intervals determined by the Southwestern COR. These meetings will be held on the plant site at a location designated by the COR.
- b) The Contractor shall record the minutes of the meeting and after COR approval, distribute copies. Distribution will be within three (3) days after the meeting to participants and entities affected by decisions. A copy will be given to the Southwestern construction inspector whether he is or is not a participant.
- c) Attendance: COR, Southwestern representatives, Contractor and/or superintendent, subcontractors, and suppliers as appropriate to the agenda.
- d) Minimum agenda:
 - (1) Review of work progress since previous meeting.
 - (2) Field observations, problems, conflicts, inspection deficiencies (technical and safety), and decisions made.
 - (3) Review of project status in relationship to approved construction schedule. Maintenance of project schedule and corrective measures recommended to regain projected schedules.
 - (4) Planned progress during the following three weeks: sequence procedures, utility interruptions, testing, required coordination, and possible problems.
 - (5) Maintenance of quality standards, test reports, and as-built records.
 - (6) Payment requests and updates to construction schedule.

F.07 DELETE

F.08 PRIORITIES

If performance under these specifications is delayed by operations of any United States national priorities or material allocation system, the time for performance will be extended to compensate for such delays.

F.09 WORKING HOURS

- a) The Contractor will be required to perform work during Southwestern's regular working hours. Normal working hours are 7:00 a.m. to 5:30 p.m., Monday through Friday. No work is normally to be performed during legal holidays. If it becomes necessary that work be performed other than during normal working hours or on legal holidays, the Contractor shall provide the COR with a ten- (10-) day advance notice.
- b) At the discretion and judgment of the COR and approval of the Contracting Officer, the Contractor shall be responsible for payment of Southwestern's overtime plus per diem and, if appropriate, for Architect-Engineer (A-E) services and per diem should it become necessary for the Contractor to work beyond Southwestern's normal working hours. The inspector's hourly rate is \$26.00; A-E services are \$90 per hour; and \$55.00 per day for lodging and \$31.00 per day for miscellaneous and incidental expenses (M & IE) for the inspector and A-E services.
- c) All costs associated with overtime are included in the contract price. No additional compensation outside the contract amount will be allowed for the Contractor's overtime work.

F.10 WORK SEQUENCE

- a) The following is a general sequencing of major elements for information only:
 - 1) Attend preconstruction conference with personnel on required date. Discuss the construction plan and schedule for Southwestern input.
 - 2) Start submittals processing as required by specifications.
 - 3) Request and obtain permits as required.
 - 4) Mobilization to construction sites, including temporary utilities as approved.
 - 5) After submittals are approved and the applicable materials for the construction of the project are stored on site, new construction may begin.
 - 6) Begin new construction per plans and specifications.
 - 7) Remove temporary utilities and demobilize from the sites. Perform final site grading and cleanup.
 - 8) Close out contract after all documentation is completed.

F.11 FAR 52.211-10/COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)- ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use by the mutually agreed to completion date identified in the project schedule.

F.12 FAR 52.242-14/SUSPENSION OF WORK (APR 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

F.13 FAR 52.245-3/IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

- (a) The Government will furnish to the Contractor the property identified in the schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be stored at the Southwestern maintenance facility closest to the project site. The Contractor shall inspect and inventory all project materials at the Southwestern facility. The Contractor shall notify Southwestern immediately following the completion of the inventory and inspection of any missing or damaged materials. The Contractor shall load and transport all materials to the project site(s) where the Contractor shall unload and securely store them at the Contractor's expense.
- (b) Each item of property to be furnished under this clause shall be identified in the schedule by quantity, item, and description.

F.14 PERIOD OF PERFORMANCE

Overall contract period of performance is five years from the award date of the contract. Each Delivery Order will have a specified completion date.

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

PART I – THE SCHEDULE

SECTION G – CONTRACT ADMINISTRATION DATA

<u>CLAUSE NO.</u>	<u>TITLE OF CLAUSE</u>
G.01	BILLING INSTRUCTION
G.02	CONTRACT PAYMENTS METHOD
G.03	CONTRACTOR’S REPRESENTATIVE
G.04	CONTRACTING OFFICER’S REPRESENTATIVE (COR)
G.05	FINAL PAYMENT
G.06	GOVERNMENT CONTACT FOR POST-AWARD ADMINISTRATION
G.07	MODIFICATION AUTHORITY
G.08	PAYROLL AND STATEMENTS
G.09	TECHNICAL DIRECTION

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G.01 BILLING INSTRUCTIONS

- (a) The Contractor shall submit the original and two (2) copies of the periodical (pay) estimate in accordance with the payment provision of this contract:

Original: Cash Management (S3611)
Southwestern Power Administration
One West Third Street
Tulsa, OK 74103-3519

Copy: Gary L. Bridges
Contracting Officer
See address in Section G.06

Copy: Jerome E. Ferguson
Contracting Officer's Representative
See address in Section G.04

The periodical (pay) estimates shall be mailed or delivered to the attention of the above persons, with separate mailing required for the original document.

- (b) The periodical (pay) estimates shall be submitted on a monthly basis as the work proceeds in accordance with the prices specified in Section B/SUPPLIES OR SERVICES AND PRICES/COSTS. An updated construction program shall accompany each periodical estimate.
- (c) See SECTION J, Attachment J/SWPA FORM 4220.7/PERIODICAL PAY ESTIMATE & INSTRUCTIONS.

G.02 CONTRACT PAYMENTS METHOD

Payment for amounts invoiced under this contract will be made by electronic funds transfer using the Automated Clearing House (ACH) according to SECTION I, FAR 52.232-34/ELECTRONIC FUNDS TRANSFER PAYMENT METHODS. SECTION J, Attachment E/BANK INFORMATION FOR PAYMENTS shall be completed by the Contractor before payments will be processed.

G.03 CONTRACTOR'S REPRESENTATIVE / SUPERINTENDENT

- (a) The Contractor shall give personal attention to the work at all times, and shall have a duly authorized representative (superintendent) on the site of the work continuously during hours of work, prior to the arrival of any materials at the jobsite, and throughout the progress of the work, to receive directions or instructions. Any instructions or directions given to the superintendent shall be considered the same as through given to a principal of the Contractor. The superintendent shall supervise and direct the work efficiently and with his best skill and attention.
- (b) The superintendent shall be in contact with the crews at all times. The superintendent shall be thoroughly familiar with the requirements of the project. When the superintendent is on vacation or otherwise absent, a substitute with similar qualifications shall be provided.
- (c) In case the work should stop, through no fault of the Contractor, for a period of ten (10) days or longer, the superintendent may be removed from the job and return when active work starts.

G.04 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR's address is as follows:

U.S. Department of Energy
Southwestern Power Administration
Attn: Jerome E. Ferguson, S3301
Williams Center Tower I
One West Third Street, Room 1516
Tulsa, OK 74103-3519
Phone: 918/595-6710
FAX: (918)595-6656

- (b) The Contractor shall use the COR as the point of contact on technical matters (see Clause G.06/GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION(a) for definition), subject to the restrictions in Clause G.09/TECHNICAL DIRECTION of this Section.

G.05 FINAL PAYMENT

- (a) After Southwestern has officially taken final acceptance of the facilities, the Contractor may submit his application for final payment.
- (b) Before the Contracting Officer will accept the Contractor's application, the Contractor must complete all outstanding contract requirements. These include, but are not limited to, the following (in accordance with the contract):
 - (1) Approved submittals, shop drawings, and diagrams.
 - (2) As-built submittals, shop drawings, and diagrams.
 - (3) All operation and maintenance manuals as required.
 - (4) All warranties.
 - (5) Completion of all testing programs.
 - (6) See Attachment K/SWPA FORM 4220.5/RELEASE OF CLAIMS of Section J/LIST OF ATTACHMENTS,
- (c) When Southwestern has received verification that all contract requirements have been fulfilled, the Contracting Officer will accept the Contractor's application for final payment and final payment shall be issued.
- (d) Final payment under the contract will not be made until the testing and final acceptance described in Section 2.0/ANTENNA SYSTEM INSTALLATION/REMOVAL AND RADIO SYSTEM INSTALLATION of Section C/DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK are completed and the COR has determined that the requirements of these specifications have been fulfilled; provided, that if Southwestern, through no fault of the Contractor or of the materials furnished by the Contractor, and except for acts of God or forces beyond Southwestern's control, is delayed in making the acceptance tests beyond a period of thirty (30) days from the date of final completion of the installation of all equipment, payment of the balance due under the contract will be made at the end of the 30-day period.

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- (e) Before final payment is made under the contract, the requirements under Sections 2.0 and 4.0 of Section C/DESCRIPTIONS/ SPECIFICATIONS/WORK STATEMENT must be met.

G.06 GOVERNMENT CONTACT FOR POST-AWARD ADMINISTRATION

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

- (a) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the Contracting Officer's Representative (COR), with an information copy of the correspondence to the Contracting Officer (CO) (see below paragraph (c)).

- (b) **Other Correspondence.**

All correspondence, other than technical correspondence, shall be addressed to the CO (see below paragraph (c)).

- (c) The CO for the contract is located at the address in paragraph (d) below and is as follows:

Contracting Officer: Gary L. Bridges
Telephone Number: (918) 595-6671
Facsimile Number: (918) 595-6656

The Contractor shall use the CO as the focal point for all matters regarding this contract except technical matters (see G.06(a), above, for definition).

- (d) The CO's address is as follows:

U.S. Department of Energy
Southwestern Power Administration
Attn: Gary L. Bridges
Administration Team/S8410
Williams Center Tower I
One West Third Street
Tulsa, OK 74103-3519

G.07 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individuals authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

G.08 PAYROLL AND STATEMENTS

- (a) According to SECTION I, FAR 52.222-8/PAYROLLS AND BASIC RECORDS, the Contractor shall submit or cause to be submitted, within seven (7) calendar days after the regular payment date of the payroll week covered, for the Contractor and each subcontractor, (1) copies of weekly payrolls applicable to the contract, and (2) weekly payroll statements of compliance to the Contracting Officer. The Contractor may use the Department of Labor Form/WH-347, Payroll (For Contractor's Optional Use) or a similar form that provides the same data and identical representation.
- (b) If the Contractor fails to submit copies of its or its subcontractors' payrolls promptly, the Contracting Officer will, from any payment due to the Contractor, withhold approval of an amount that the Contracting Officer considers necessary to protect the interest of the Government and the employees of the Contractor or any subcontractor.
- (c) The Contracting Officer will examine the payrolls and payroll statements to ensure compliance with the contract and any statutory or regulatory requirements. Particular attention will be given to -
 - (i) The correctness of classifications and rates;
 - (ii) Fringe benefits payments;
 - (iii) Hours worked;
 - (iv) Deductions; and
 - (v) Disproportionate employment ratios of laborers, apprentices, or trainees, to journeymen.
- (d) Southwestern will retain payrolls and statements of compliance for three (3) years after completion of the contract and make them available when requested by the Department of Labor at any time during that period. Submitted payrolls shall not be returned to the Contractor or subcontractor for any reason(s), but copies may be furnished to the Contractor or subcontractor who submitted them, or to a higher tier contractor or subcontractor.
- (e) The Contractor's payroll records in the Government's possession will be carefully protected from any public disclosure which is not required by law, since payroll records may contain information in which the Contractor's employees have a privacy interest, and/or information which the Contractor may have a proprietary interest.

G.09 TECHNICAL DIRECTION

- (a) Performance of the work under this contract shall be subject to the technical direction of the COR identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:
- 1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - 2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - 3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
- 1) Constitutes an assignment of additional work outside the Statement of Work;
 - 2) Constitutes a change as defined in SECTION I, FAR 52.243-4/CHANGES;
 - 3) In any manner causes an increase or decrease in the total price or the time required for contract performance;
 - 4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - 5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

- 1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under SECTION I, FAR 52.243-4/CHANGES;
 - 2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of SECTION I, FAR 52.233-1/DISPUTES (ALTERNATE I).

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

<u>CLAUSE NO.</u>	<u>TITLE OF CLAUSE</u>
H.01	ACCESS TO WORK
H.02	ADDITIONAL BOND SECURITY
H.03	AMOUNT OF BID GUARANTEE
H.04	BACK-CHARGES TO CONTRACTOR
H.05	BULLETIN BOARD
H.06	CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT
H.07	CONFIDENTIALITY OF INFORMATION
H.08	CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS
H.09	CONTRACTOR’S OBLIGATIONS
H.10	ENVIRONMENTAL QUALITY PROTECTION
H.11	ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS
H.12	FASTENERS OR BOLTS
H.13	INDEMNITY
H.14	INSURANCE – LIABILITY
H.15	INTERFERENCE WITH TRAFFIC
H.16	MINIMUM WAGE DETERMINATION AND FRINGE BENEFITS
H.17	ORDER OF WORK
H.18	“OR EQUAL” REFERENCES
H.19	PERFORMANCE AND PAYMENT BONDS

- H.20 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- H.21 RIGHT TO OPERATE AND USE UNSATISFACTORY MATERIALS AND EQUIPMENT
- H.22 VARIATIONS FROM REQUIREMENTS AND SPECIFICATIONS
- H.23 NO DAMAGE FOR DELAY

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.01 ACCESS TO WORK

The Contracting Officer shall, for all purposes which may be required by this contract, have access to the work and to the premises used by the Contractor.

H.02 ADDITIONAL BOND SECURITY

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if:

- (a) Any surety upon any bond furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security.

If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.03 AMOUNT OF BID GUARANTEE

Bid guarantee shall be in the amount of 20 percent of the amount of the bid or, \$3,000,000.00, whichever is less.

H.04 BACK-CHARGES TO CONTRACTOR

Where this contract provides for charges to the Contractor for services, materials, or use of equipment, such charges will include the costs of labor and materials, a reasonable allowance for use of plant and equipment, and other expenditures which can be directly assigned to the services or materials furnished, plus 15 percent of such total costs for Government overhead.

In the event of termination of the contract for default under SECTION I, FAR 52.249-10/DEFAULT (FIXED-PRICE CONSTRUCTION), the increased costs occasioned by

the Government there under shall include those administrative costs which are necessary for, and directly assignable to, completing the work following such termination and which would not have been required had termination not been necessary. In addition, the Government shall be entitled to 15 percent of the total of such administrative costs for Government overhead.

H.05 BULLETIN BOARD

The Contractor shall provide and maintain during the entire period covered by this contract a weather tight bulletin board approximately 3 feet high by 5 feet long. It shall be mounted in a conspicuous place, as approved by Southwestern, accessible to all employees of the Contractor and subcontractors. The bulletin board will remain the property of the Contractor. All Government posters or notices, the U.S. Department of Labor General Wage Decision, contractor safety programs, and any publications in the interest of workmen shall be displayed.

H.06 CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT

- (a) The Contractor shall at all times employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by these specifications. All workmen shall have sufficient skill and experience to perform the work assigned them. See SECTION I, FAR 52.236-5/MATERIAL AND WORKMANSHIP. As soon as practicable after award of the contract and before work is started, the Contractor and subcontractors shall submit to the Contracting Officer, for approval, a schedule in duplicate, listing each employee with his skill to be employed under this contract.
- (b) The Contracting Officer or his authorized representative may demand the dismissal of any person employed by the Contractor or subcontractor in, about, or upon the work who misconducts himself or is incompetent or negligent in the due and proper performance of his duty, or who neglects or refuses to comply with any property direction given. Such person shall not again be employed thereon without the written consent of the Contracting Officer or his authorized representative. Should the Contractor continue to employ or reemploy any such person, the Contracting Officer or his authorized representative may suspend the work until the Contractor complies with such orders.
- (c) The Contractor shall furnish equipment of sufficient size and quantity and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used on any project shall be such that no injury to the substation, radio site, or adjacent property will result. As soon as practicable after award of the contract and before work is started, the Contractor and subcontractors shall submit to the Contracting Officer, for approval, a schedule in duplicate, listing each major item of equipment to be used under this contract. This list shall show the name, manufacturer, and rated size of each item of equipment to be used. The Contractor and subcontractors shall make available

for inspection by the Contracting Officer or his authorized representative each item of equipment listed to be used under this contract.

- (d) When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any method or equipment that he demonstrates to the satisfaction of the Contracting Officer or his authorized representative will accomplish the contract work in conformity with the requirements of the contract.
- (e) The Contracting Officer or his authorized representative has authority to suspend work wholly or in part for such period or periods as he may deem necessary due to the failure to the Contractor or subcontractor to correct conditions unsafe for the workmen; for failure to carry out orders; or for failure on the part of the Contractor or subcontractor to comply with any of the provisions of the contract. Should it become necessary to stop work for an indefinite period, the Contractor shall store all materials in a manner that will protect them from damage and shall take every precaution to prevent damage to or deterioration of the work performed.
- (f) No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed to perform any work on the project under this contract; PROVIDED, that this sentence shall not operate against the employment of physically handicapped persons otherwise employable where such persons may be safely assigned to work which they can ably perform.

H.07 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain.
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor.
 - (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies.

- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (d) The Contractor agrees that, upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.

H.08 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for any damages due the Government under the terms of this contract. For the purposes of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including:

- (a) Any warranty or representation made by the Contractor in a proposal as to hardware or software performance, total systems performance, and other physical design functioning characteristics of a machine, software package or system, or installation date;
- (b) Any warranty or representation made by the Contractor concerning the characteristics or items described in (a) above made in any publications, drawings, or specifications accompanying or referred to in a proposal, and;

- (c) Any modifications, affirmation, or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal in question.

H.09 CONTRACTOR'S OBLIGATIONS

The Contractor shall complete all work required by this contract within the time herein specified, in accordance with the provision of this contract and said specifications and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove the construction equipment and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his construction equipment, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The performance of this contract and the work hereunder is at the risk of the Contractor until the final acceptance thereof. The Contractor shall take all responsibility for the work and shall bear all losses resulting to him on account of the amount or character of work, or because the nature of the land in or on which the work is done, is different from what is assumed or expected, or on account of the weather, floods, fire, windstorms, or other action of the elements, or any cause or causes whatsoever for which the Government is not responsible. If the work or any part or parts thereof is destroyed or damaged from any other of the aforesaid causes, the Contractor, at his own cost or expense, shall restore the same or remedy the damage.

H.10 ENVIRONMENTAL QUALITY PROTECTION

- (a) Comply with applicable Federal, State, and local environmental laws, orders, and regulations. Other contract clauses prescribe environmental requirements and this section specifies further measures to be followed.
- (b) Preserve the landscape in accordance with SECTION I, FAR 52.236-9/PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS.
 - 1) Location, alignment, and grade of construction roads shall be subject to COR's approval. When no longer required, construction roads shall be restored to their original condition. Surfaces of construction roads shall be scarified to facilitate natural revegetation, provide for proper drainage, and prevent erosion.
 - 2) Shop, office, and yard areas shall be located and arranged in a manner to preserve trees and vegetation to the maximum practicable extent. On abandonment, storage and construction buildings, including concrete footings and slabs, shall be removed from the site. The area shall be regarded as required so that all surfaces drain naturally, blend with the natural terrain, and are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
- (c) In addition to the requires of SECTION I, FAR 52.236-12/CLEANING UP (APR 1984), all waste materials shall be removed from the construction site.

- 1) Waste materials include refuse, garbage, sanitary waste, industrial wastes, petroleum products, cleared materials, lumber, pipe, electrical cable, and all other excess materials resulting from demolition and construction operations.
- 2) Dispose of excavated materials. If, during excavation, the Contractor encounters artifact(s) suspected of being cultural, historic, or archaeological resources, the Contractor shall stop excavation immediately and notify the COR. The COR may direct the Contractor to cease excavation activities indefinitely until the suspected artifact(s) can be evaluated by the Government. Under no circumstances shall the Contractor disturb or remove suspect artifact(s) without written consent from the COR.
- 3) Haul waste material to an approved dump. Make all arrangements with private properties and local officials to dispose of waste materials.
- 4) Dispose of controlled and regulated materials and their containers in accordance with the manufacturer's label instructions and applicable laws and regulations.
- 5) If, during the progress of work, the Contractor encounters materials suspected of being in contact with or exposed to hazardous wastes such as polychlorinated biphenyls (PCBs), or suspected asbestos containing material (ACM) such as transite electrical duct and asbestos wire insulation, the Contractor shall immediately stop work in the affected area and notify the COR. Also, if anything, including off-color or suspicious appearing soils, suspected of being in contact with or exposed to hazardous wastes are discovered, the Contractor shall immediately cease all operations in the area and notify the COR. The Contractor shall not disturb or remove suspect materials without written consent from the COR.

H.11 ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the environment and the safety and health of employees and of members of the public. The Contractor shall comply with all applicable local, state, and Federal laws, codes and regulations including, but not limited to, the National Electrical Safety Code; the Occupational Safety and Health Act; the National Environmental Policy Act; the National Historic Preservation Act; the American Indian Religious Freedom Act; the Archaeological Resources Protection Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Air Act; the Clean Water Act; and the Toxic Substances Control Act. The Contractor must furnish, in writing, certified oil analyses of all oil-filled equipment. The Contracting Officer shall notify the Contractor, in writing, of any non-compliance with the provisions of the clause and the corrective action to be taken. After receipt of such notice, the Contractor shall within five (5) days, submit an implementation plan to the Contracting Officer. The Contracting Officer shall review and approve or disapprove the implementation plan within thirty (30) days. In the event that the Contractor fails to comply with said regulations or requirements of DOE, the Contracting Officer may, without prejudice to any other legal or contractual right of DOE, issue an order stopping all or part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an

extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

H.12 FASTENERS OR BOLTS

All fasteners or bolts shall be in conformance with ASTM specifications. The Contractor shall comply with the Fastener Quality Act of 1990, P.L. 101-592 and regulations promulgated thereof. See SECTION J, Attachment I/SUSPECT/COUNTERFEIT PARTS.

H.13 INDEMNITY

The Contractor shall hold harmless and indemnify the United States and its officers, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, and/or liability resulting from, brought for, or on account of, any loss, personal injury, death, or property damage received or sustained by any person or persons, including, but not limited to, the Contractor, the United States, or third parties, and any of their employees, agents, officers, or representatives, in any manner caused by, growing out of, resulting from, incident to, or connected with, the performance of this contract, regardless of whether such claims, loss, damage, actions, cause of actions, expense, and/or liability may be attributable, in whole or in part, to the fault, failure, or negligence to the Contractor or the United States or any of their employees, agents, officers, or representatives.

H.14 INSURANCE - LIABILITY

- (a) **Workers' Compensation and Employer's Liability.** The Contractor and each of his subcontractors shall, at all times during the life of this contract maintain such insurance as may be required to comply with applicable Federal and state Workers' Compensation and Occupational Diseases statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. The Contractor shall have liability coverage of at least \$100,000, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) **General Liability.** The Contractor shall have written on the compensation form of policy bodily injury liability insurance coverage of at least \$500,000 per occurrence and property damage liability insurance of at least \$100,000.
- (c) **Automobile Liability.** The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy covering the operation of all automobiles used in connection with the contract shall provide at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other

policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (d) The Contractor shall furnish a certified copy of the insurance policy, or certificate of insurance, clearly indicating coverage and amounts required by this special condition.
- (e) In the event the form of any policy or the amount of the insurance or the company writing same is not satisfactory to the Contracting Officer, the Contractor shall provide other policies in form and amount and with a company satisfactory to the Contracting Officer. The Contractor shall not cause any such policy of insurance to be canceled or permit it to lapse, and all such policies and certificates shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amount of insurance until notice has been mailed to the Contracting Officer, Southwestern Power Administration, stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective.

H.15 INTERFERENCE WITH TRAFFIC

The Contractor shall so conduct his work as to interfere as little as possible with the traffic and shall not close any road until he shall have obtained the permission of the proper authorities to do so. When a road is not closed, the Contractor shall provide a safe and substitute route for any portion obstructed by his operations and shall erect and maintain all necessary barricades, directions to travelers, suitable and sufficient red lights, danger signals, and signs, and shall take all necessary precautions for the protection of the work and the safety of his employees and of the public.

H.16 MINIMUM WAGE DETERMINATION AND FRINGE BENEFITS

Applicable Department of Labor Wage Determinations will be issued with each Delivery Order.

H.17 ORDER OF WORK

Whenever a definite order of doing the work and a general sequence of operations are set forth in the contract and specifications, and conditions arise that require such order and sequence of operations to be changed, the Contractor shall comply with any direction from the Contracting Officer requiring such changes and shall revise his schedule of operations to comply therewith. The Contractor shall make no claim for additional compensation because of such direction, the additional cost, if any, arising from such changes being considered as having been included in the prices stipulated for the appropriate items of the contract. The Contracting Officer further reserves the right to order the sequence of operations regardless of previously approved schedule(s).

H.18 "OR EQUAL" REFERENCES

- (a) A Contractor is not prohibited from furnishing an "equal" item merely because in the technical specifications a trade name or make or catalog number is used without the words "or equal". These words will be implied unless the technical specification expressly provides "no substitutes" or words equivalent thereto.
- (b) Reference to any equipment, material, article, or patented process, by the trade name, make, or catalog number shall be regarded as establishing a standard of quality. If the Contractor proposes to provide material, equipment, etc., that is not presented in the specification, he is required to complete the following:
 - 1. Request for substitution shall be made in writing with a cover letter, listing the material or equipment under consideration, together with the specification section and paragraph number wherein the material or equipment is specified. The submittals for the substitution shall be presented with the substitution request.
 - 2. Each request shall be documented with complete data substantiating compliance of proposed substitution with contract documents.
 - 3. Request constitutes a representation that the Contractor:
 - a. Has investigated the proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Shall provide the same warranty for substitution as for specified product.
 - c. Shall provide all design and engineering drawings, calculations, and details (including modifications to structures; building layouts; mechanical, electrical, and fire protection systems; etc.) as needed to accommodate installation of substitute material.
 - d. Shall provide complete shop drawings, product data, operating and maintenance manuals, and systems demonstrations in accordance with this division and the technical specifications.
 - e. Shall coordinate installation and make other changes which may be required for work to be complete in all respects.
 - f. Waives claims for additional costs which may subsequently become apparent.
 - g. Shall not have an adverse impact on approved schedules.

4. Substitutions shall not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request.
5. The COR will determine acceptability of proposed substitution and will notify the Contractor of acceptance or rejection in writing within thirty (30) calendar working days.
6. If a substitution submittal is incomplete and/or not in compliance with the specifications, the submittal will be rejected. Only one request for substitution will be considered for each product. If the substitution is not accepted, the Contractor shall provide the specified product produced by one of the specified manufacturers. Any delays in the construction schedule created by the Contractor submitting substitutions that do not meet the specifications (including unacceptable submittal packages) shall be at the cost of the Contractor with no additional cost to Southwestern.

(c) See SECTION I, FAR 52.236-5/MATERIAL AND WORKMANSHIP.

H.19 PERFORMANCE AND PAYMENT BONDS

(a) Definitions. As used in this clause – “Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds.

Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the CO as follows:

- 1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
- 2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
- 3) Additional bond protection
 - i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
 - ii) The Government may secure the additional protection of directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the CO within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the CO but, in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, Individual Sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, N.W.
2nd Floor, West Wing
Washington, D.C. 20227

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

H.20 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

The Representations, Certifications, and Acknowledgements of the offeror, dated _____ for this contract are hereby incorporated by reference.

H.21 RIGHT TO OPERATE AND USE UNSATISFACTORY MATERIALS AND EQUIPMENT

If, after installation, the operation or use of the materials or equipment furnished by the Contractor fails to comply with the specifications of this contract, the Government shall have the right to operate or use such materials or equipment until correction of defects, errors, or omissions, by repair or by partial or complete replacement, can be made without interfering with Government operations.

H.22 VARIATIONS FROM REQUIREMENTS AND SPECIFICATIONS

No change, variation, or deviation from the drawings or specifications shall be made, except by prior written order of the COR. Should the Contractor find, at any time during the progress of the work, that in his opinion existing conditions demand, make desirable, or beneficial a modification in requirements covering any particular item or items, he

shall promptly report such matters in writing to the COR for a written decision and/or instruction.

H.23. NO DAMAGE FOR DELAY

The parties agree that the contractor shall make no claim or initiate any legal action against the United States for money damages arising from delays in the performance of this contract whether such delays be caused by the United States, the contractor, a subcontractor or any third party.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.01 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR clauses - <http://www.arnet.gov/far>
DEAR- <http://www.pr.doe.gov/dear.html>

- I.02 DEAR 952.202-1 DEFINITIONS (OCT 1995)-ALTERNATE I (JAN 1997)
- I.03 FAR 52.203-3 GRATUITIES (APR 1984)
- I.04 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- I.05 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- I.06 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.07 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.08 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
- I.09 FAR 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- I.10 DEAR 952.208-70 PRINTING (APR 1984)
- I.11 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- I.12 FAR 52.214-26 AUDIT AND RECORDS - SEALED BIDDING (OCT 1997)
- I.13 FAR 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 1997)
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- I.20 FAR 52.222-3 CONVICT LABOR (JUN 2003)

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- I.21 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)
- I.22 FAR 52.222-6 DAVIS-BACON ACT (FEB 1995)
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- I.48 FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT
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PART II - CONTRACT CLAUSES
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- I.51 FAR 52.232-5 PAYMENTS UNDER FIXED - PRICE CONSTRUCTION CONTRACTS (SEPT 2002)
- I.52 FAR 52.232-17 INTEREST (JUN 1996)
- I.53 FAR 52.232-23 ASSIGNMENTS OF CLAIMS (JAN 1986)
- I.54 FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)
- I.55 FAR 52.232-34 PAYMENT BY ELECTRONIC FUND TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
- I.56 FAR 52.233-1 DISPUTES (JUL 2002)- ALTERNATE I (DEC 1991)
- I.57 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- I.58 FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- I.59 FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- I.60 FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- I.61 FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- I.62 FAR 52.236-8 OTHER CONTRACTS (APR 1984)
- I.63 FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- I.64 FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
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- I.66 FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
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- I.70 FAR 52.242-13 BANKRUPTCY (JUL 1995)
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- I.74 FAR 52.248-3 VALUE ENGINEERING - CONSTRUCTION (FEB 2000)
- I.75 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)
- I.76 FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

The following Section I contract clauses are provided in full text:

- I.77 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
 - (a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
 - (b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
 - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
 - (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- 9 Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

1.77 FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Goals for Minority Participation for Each Trade</u>	<u>Goals for Female Participation for Each Trade</u>
16.4%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,

- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—
 - (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Anetna/Radio Installation, Arkansas, Missouri, Oklahoma and Texas.

1.79 FAR 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (DEC 2001)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
 - (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal

Contractor Veterans' Employment Report VETS-100."

- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:
 - (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or
 - (2) As of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

I.80 FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 50% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.81 FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

I.82 FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (b) The Contractor shall protect from damage all existing improvements and utilities
 - (1) at or near the work site, and
 - (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

I.83 FAR 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

I.84 FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

I.85 52.225-13 Restrictions on Certain Foreign Purchases.

As prescribed in 25.1103(a), insert the following clause:

**Restrictions on Certain Foreign Purchases
(Dec 2003)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.gov/TerList1.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

I.86

52.228-15 Performance and Payment Bonds-Construction.

As prescribed in 28.102-3(a), insert a clause substantially as follows:

Performance and Payment Bonds-Construction (July 2000)

(a) *Definitions.* As used in this clause-

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

I.87 52.225-9 Buy American Act-Construction Materials.

As prescribed in 25.1102(a), insert the following clause:

Buy American Act-Construction Materials
(June 2003)

(a) *Definitions.* As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means-

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not

less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign And Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
 [Include other applicable supporting information.]
 [* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.88

52.225-10 Notice of Buy American Act Requirement-Construction Materials.

As prescribed in 25.1102(b)(1), insert the following provision:

Notice of Buy American Act Requirement-Construction Materials (May 2002)

(a) *Definitions*. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic

construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.01 LIST OF ATTACHMENTS - CONTRACT

The attachments A through M that apply after contract award are in this clause.

ATTACHMENT A
CONSTRUCTION PROGRESS SCHEDULE

[illegible]

ATTACHMENT B

DRAWING LIST

Not Applicable

ATTACHMENT C

STANDARD FORM 25/PERFORMANCE BOND

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045
Expires: 09/30/98

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS

CONTRACT DATE CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	2.	\$	
	NAME(S) & TITLE(S) (Typed)	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT D

STANDARD FORM 25-A/PAYMENT BOND

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045

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PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

CONTRACT DATE CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT E
BANK INFORMATION FOR PAYMENTS

BANK INFORMATION FOR PAYMENTS

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

*** Payment Process cannot begin until this form is completed and received by the Agency ***

AGENCY INFORMATION					
FEDERAL PROGRAM AGENCY U.S. Department of Energy - Southwestern Power Administration				VENDOR #	
AGENCY IDENTIFIER SWPA	AGENCY LOCATION CODE (ALC) 89001601		ACH FORMAT <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP		
ADDRESS One West Third Street - S3611 Tulsa, Oklahoma 74103-3519		WEB PAGE http://www.swpa.gov		E-MAIL ADDRESS cashmgmt@swpa.gov	
DEPARTMENT CONTACT Cash Management				TELEPHONE NUMBER (918) 595-6641 or 6642	
				FACSIMILE NUMBER (918) 595-6656	
PURCHASING OFFICIAL SIGNATURE				DATE	
PAYEE/COMPANY INFORMATION					
NAME				FEDERAL TAXPAYER IDENTIFICATION NUMBER	
ADDRESS		CHECK TYPE OF BUSINESS ENTITY			
		<input type="checkbox"/> Corporation (C) <input type="checkbox"/> Individual/Sole Proprietor (I) <input type="checkbox"/> Non-Profit (N) <input type="checkbox"/> Partnership (P) <input type="checkbox"/> Federal (F) <input type="checkbox"/> State/Local (S)			
CITY	STATE	ZIP CODE			
CONTACT PERSON NAME				TELEPHONE NUMBER	
CONTACT PERSON SIGNATURE				FACSIMILE NUMBER	
SOUTHWESTERN SENDS AN E-MAIL MESSAGE CONTAINING DETAILED PAYMENT INFORMATION FOR EACH ACH PAYMENT PROCESSED.					
E-MAIL ADDRESS		E-MAIL ADDRESS POINT OF CONTACT NAME		CC: E-MAIL ADDRESS	
FINANCIAL INSTITUTION INFORMATION					
NAME			ADDRESS		
CITY		STATE	ZIP	TELEPHONE NUMBER	
ACH COORDINATOR NAME			SIGNATURE/DATE		
DEPOSITOR ACCOUNT NUMBER			NINE-DIGIT ROUTING TRANSIT NUMBER		
DEPOSITOR ACCOUNT TITLE					
TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCK BOX					

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

ATTACHMENT F

POST AWARD CONFERENCE AGENDA AND CHECKLIST

**DEPARTMENT OF ENERGY
Southwestern Power Administration**

POST AWARD CONFERENCE AGENDA AND CHECKLIST		Contract No.	
Contractor		Conference held at	
		Date	
Contract description and location		Persons attending conference	
		Name	Organization
Place "X" in appropriate box if item is discussed with contractor.			"X"
1. GOVERNMENT REPRESENTATIVES	A. Contracting Officer (Name and Title)		
	B. Authorized Representative (Name and Title)		
2. STATUS	A. Commencement, progress and completion of work		
3. PROGRESS SCHEDULE	A. Submission for approval days from date of award		
	B. Items to be included		
	C. Compliance with progress schedule and action by contracting officer if contractor fails to maintain progress		
	D. Liquidated damages		
4. CHANGES	A. Authority contracting officer		
5. CORRESPONDENCE	A. Normally, all correspondence will be addressed to the contracting officer with a copy to his/her representative		
6. SUPERINTENDENCE BY CONTRACTOR	A. Name of Representative		
7. OTHER CONTRACTS	A. Cooperation with contractors and other government employees		
	B. Use of roads and utilities		
	C. Coordination between contractors		
8. SUBCONTRACTORS PROJECT CONDITIONS	A. Percentage and items of work performed by prime contractors own forces		
	C. Contractual relations between subcontractors and Government		
9. PAYMENT TO CONTRACTOR	A. Retained percentage		
	B. Payment for material and equipment on site		
	C. Storage and protection		
10. SHOP DRAWINGS	A. Submittal of shop drawings		
	B. Submittal of equipment layout		
	C. Responsibility of contractor to alert Government if items are not fulfilling contract requirements		
11. INSPECTIONS	A. Right to reject defective material or workmanship		
	B. No representative is authorized to change any provision of the contract		
	C. Presence or absence of inspector shall not relieve contractor from requirement of contract		
	D. Acceptance of work		
	E. Specifications govern when differences exist between drawings and specifications		
Place "X" in appropriate box if item is discussed with contractor.			"X"

12. OPERATIONS AND STORAGE	A. Storage areas to be authorized or approved	
	B. Disposal areas	
13. LAYOUT OF WORK	A. Government established base line and bench mark	
	B. Contractor responsibility for line and grades	
14. COORDINATION OF TRADES	A. Contractor to coordinate various trades	
	B. Contractor to coordinate shop drawing and layout of various trades	
15. GOVERNMENT FURNISHED PROPERTY	A. Delivery, inventory, and acceptance	
	B. Storage and protection	
	C. Salvage material - serviceable or unserviceable	
16. PROTECTION OF MATERIAL AND WORK	A. Protection of existing structures, utilities, work and vegetation	
	B. Personnel security clearance and identification (if applicable)	
17. LABOR	A. Equal Opportunity	
	B. Davis Bacon Act (Including Labor Department wage determination)	
	C. Contract Work Hours Standards Act - Overtime Comp.	
	D. Apprentices	
	E. Payroll Records and Payrolls	
	F. Copeland ("Anti Kickback") Act	
	G. Withholding of funds to assure wage payment	
	H. Subcontractors - termination	
18. NOTICE OF DELAYS	A. Notice to contracting officer of actual and potential labor disputes	
	B. Other actual and potential delays	
19. SMALL BUSINESS SUBCONTRACTING PROGRAM (OVER \$500,000)	A. Contractor designates liaison officer	
	B. Maintains records available for review	
	C. Notifies contracting officer if small business is not solicited for subcontracts	
20. COMPLIANCE	A. Compliance with local rules and regulations	
21. SAFETY	A. Accident prevention	
	B. Cleaning up	
22. OTHER ITEMS (Add as necessary) (Key to previous items, if applicable)		
CERTIFICATION: The preceding items marked by an "X" have been discussed.		
Signature for the contractor		Signature for the Government
REMARKS (Continue on attached sheet(s), if necessary)		

ATTACHMENT G
SUBMITTAL REQUIREMENTS

**U.S. DEPARTMENT OF ENERGY
REPORTING REQUIREMENTS CHECKLIST**

DOE F1332.1
(11-84)

FORM APPROVED
OMB NO. 1900-1401

1. PROGRAM PROJECT TITLE		2. IDENTIFICATION NUMBER										
3. PARTICIPANT NAME AND ADDRESS												
4. PLANNING AND REPORTING REQUIREMENTS												
<p>A. General Management</p> <p><input type="checkbox"/> Management Plan</p> <p><input type="checkbox"/> Status Report</p> <p><input type="checkbox"/> Summary Report</p> <p>B. Schedule/Labor/Cost</p> <p><input type="checkbox"/> Mission Schedule/Plan</p> <p><input type="checkbox"/> Labor Plan</p> <p><input type="checkbox"/> Facilities Capital Cost of Money</p> <p><input type="checkbox"/> Factors Computation</p> <p><input type="checkbox"/> Contract Facilities Capital & Cost of Money Cost Plan</p> <p><input type="checkbox"/> Labor Management Report</p> <p><input type="checkbox"/> Cost Management Report</p> <p>C. Exception Reports</p> <p><input type="checkbox"/> Conference Record</p> <p><input type="checkbox"/> Hot Line Report</p> <p>D. Performance Measurement</p> <p><input type="checkbox"/> Management Control System Description</p> <p><input type="checkbox"/> WBS Dictionary</p> <p><input type="checkbox"/> Index</p> <p><input type="checkbox"/> Element Definition</p> <p><input type="checkbox"/> Cost Performance Reports</p> <p><input type="checkbox"/> Format 1 - WBS</p> <p><input type="checkbox"/> Format 2 - Function</p> <p><input type="checkbox"/> Format 3 - Baseline</p>	Frequency	<p>E. Financial</p> <p><input type="checkbox"/> Statement of Income and Expense</p> <p><input type="checkbox"/> Balance Sheet</p> <p><input type="checkbox"/> Cash Flow Statement</p> <p><input type="checkbox"/> Statement of Changes in Financial Position</p> <p><input type="checkbox"/> Loan Drawdown Report</p> <p><input type="checkbox"/> Operating Budget</p> <p><input type="checkbox"/> Supplementary Information</p> <p>F. Technical</p> <p><input type="checkbox"/> Notice of Energy RD&D Project (Required with any of the following)</p> <p><input type="checkbox"/> Technical Progress Report</p> <p><input type="checkbox"/> Draft for Review</p> <p><input type="checkbox"/> Final for Approval</p> <p><input type="checkbox"/> Technical Report</p> <p><input type="checkbox"/> Final Technical Report</p> <p><input type="checkbox"/> Draft for Review</p> <p><input type="checkbox"/> Final for Approval</p> <p><input type="checkbox"/> Software</p> <p><input type="checkbox"/> Other (Specify) _____</p>	Frequency									
<p>5. FREQUENCY CODES</p> <table style="width:100%;"> <tr> <td>A - As Required</td> <td>M - Monthly</td> <td>S - Semi-Annually</td> </tr> <tr> <td>B - Changes to Contractual Agreement</td> <td>O - Once After Award</td> <td>X - With Proposal/Bid/Application or with Significant Changes</td> </tr> <tr> <td>C - Final (end of effort)</td> <td>Q - Quarterly</td> <td>Y - Yearly or Upon Renewal of Contractual Agreement</td> </tr> </table>				A - As Required	M - Monthly	S - Semi-Annually	B - Changes to Contractual Agreement	O - Once After Award	X - With Proposal/Bid/Application or with Significant Changes	C - Final (end of effort)	Q - Quarterly	Y - Yearly or Upon Renewal of Contractual Agreement
A - As Required	M - Monthly	S - Semi-Annually										
B - Changes to Contractual Agreement	O - Once After Award	X - With Proposal/Bid/Application or with Significant Changes										
C - Final (end of effort)	Q - Quarterly	Y - Yearly or Upon Renewal of Contractual Agreement										
<p>6. SPECIAL INSTRUCTIONS (ATTACHMENTS)</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Report Distribution List/Addressees</td> <td><input type="checkbox"/> Analysis Thresholds</td> </tr> <tr> <td><input type="checkbox"/> Reporting Elements</td> <td><input type="checkbox"/> Work Breakdown Structure</td> </tr> <tr> <td><input type="checkbox"/> Due Dates</td> <td><input type="checkbox"/> Other</td> </tr> </table>				<input type="checkbox"/> Report Distribution List/Addressees	<input type="checkbox"/> Analysis Thresholds	<input type="checkbox"/> Reporting Elements	<input type="checkbox"/> Work Breakdown Structure	<input type="checkbox"/> Due Dates	<input type="checkbox"/> Other			
<input type="checkbox"/> Report Distribution List/Addressees	<input type="checkbox"/> Analysis Thresholds											
<input type="checkbox"/> Reporting Elements	<input type="checkbox"/> Work Breakdown Structure											
<input type="checkbox"/> Due Dates	<input type="checkbox"/> Other											
7. PREPARED BY (SIGNATURE AND DATE)		8. REVIEWED BY (SIGNATURE AND DATE)										

ATTACHMENT H
SUBMITTAL TRANSMITTAL

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE					DATE		TRANSMITTAL NO.	
SECTION 1 - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be reviewed by the contractor)								
TO:		FROM:		CONTRACT NO.		CHECK ONE <input type="checkbox"/> This is a new transmittal <input type="checkbox"/> This is a resubmittal of Transmittal _____		
SPECIFICATION SEC. NO.		PROJECT TITLE AND LOCATION						
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED	MFG. OR CONTR. DRAWING OR BROCHURE NO.	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		SUBMITTAL CODE	VARIATION	APPROVAL CODE
				PG. #	SPEC. PARA. NO.	DRAWING SHEET NO.		
REMARKS		I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.						
NAME AND SIGNATURE OF CONTRACTOR								
SECTION 2 - APPROVAL ACTION								
ENCLOSURES RETURNED (List by item number)			NAME, TITLE, AND SIGNATURE OF APPROVING AUTHORITY			DATE		

Sheet _____ of _____

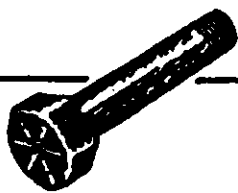
Submittal Codes Approval Codes

AP-FOR APPROVAL AS-ACCEPTED AS SUBMITTED
IN-INFORMATION ONLY AN-ACCEPTED AS NOTED
RE-RESUBMITTAL RC-RETURNED FOR CORRECTIONS
AB-AS-BUILT

ATTACHMENT I

SUSPECT/COUNTERFEIT PARTS

SUSPECT/COUNTERFEIT PARTS



HEADMARK LIST

ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS:



Grade 5



Grade 8

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK MANUFACTURER



J

Jinn Hor (TW)

MARK

MANUFACTURER



KS

Kosaka Kogyo (JP)

GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK MANUFACTURER



A

Asahi Mfg (JP)

MARK

MANUFACTURER



KS

Kosaka Kogyo (JP)



NF

Nippon Fasteners (JP)



NT

Tokai Ltd (JP)



H

Hinomoto Metal (JP)



FM

Fastener Co of Japan (JP)



M

Minamide Sloybo (JP)



KY

Kyool Mfg (JP)



MS

Minato Kogyo (JP)



J

Jinn Hor (TW)



Hollow Triangle

Inforce (CA TW JP YU) (Greater than 1/2 inch dia)



E

Daiel (JP)



UNY

Unyrho (JP)

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

MARK MANUFACTURER



KS

Kosaka Kogyo (JP)

GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

MARK MANUFACTURER

Type 1



A325 KS

Kosaka Kogyo (JP)

Type 2

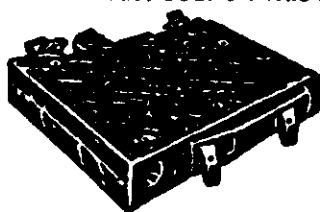


Type 3



Key: CA-Canada, JP-Japan, TW-Taiwan, YU-Yugoslavia

ANY BOLT ON THIS LIST SHOULD BE TREATED AS DEFECTIVE WITHOUT FURTHER TESTING.



OR, IF YOU SEE ANY INDICATION THAT A
CIRCUIT BREAKER MAY BE USED OR REFURBISHED
(SEE BULLETIN, NO. DOE/EH-0268)

ATTACHMENT J

SWPA FORM 4220.7 PERIODICAL ESTIMATE AND INSTRUCTIONS

DEPARTMENT OF ENERGY
One West Third Street
Southwestern Power Administration
Tulsa, Oklahoma 74103 Sheet ____ of ____ Sheets

Contractor _____ Contract Price _____ Periodical Estimate No. _____
 _____ Authorized Changes _____ Contract No. _____
 _____ Price to Date _____ Description _____

CONTRACT ESTIMATE				WORK COMPLETED TO DATE		CURRENT ESTIMATE		
Item No. (1)	Number of Units (2)	Unit Price (3)	Estimated Total Cost (4)	Units Earned (5)	Amount Earned (6)	Current Quality (7)	Current Due (8)	Work Uncompleted To Date (9)
TOTALS								
(10) PRESENTED FOR PAYMENT								
Name (Print or Type)		Title		(a) Total amount earned (col 6) \$ _____				
Signature		Date		(b) Total amount previously approved \$ _____				
(11) GOVERNMENT ONLY				(c) Total amount earned this estimate \$ _____				
I certify that I have verified this Periodical Estimate, and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the contractor and that all work and material included in the Periodical Estimate have been performed in full accordance with the terms and conditions of the corresponding contract documents and authorized changes contract.				Distribution:				
				\$ _____ to contractor				
				\$ _____ to Treasurer of the United States for special deposit (retained percentage).				
COR				\$ _____ Retainage to date.				
Contracting Officer Signature								

INSTRUCTIONS

- (1) Item number(s) as shown in Section B/SUPPLIES OR SERVICES AND PRICES of contract.
- (2) Enter quantity as shown in Section B/SUPPLIES OR SERVICES AND PRICES of contract.
- (3) Unit price from section B/SUPPLIES OR SERVICES AND PRICES of contract.
- (4) Column 2 multiplied time column 2 should equal total item cost from schedule page.
- (5) Total units completed or if lump sum item, use % of completion.
- (6) Column 5 multiplies times Column 4.
- (7) Work performance this estimate only. Subtract column 5 this estimate from Column 5 last estimate to arrive at current at quantity.
- (8) Multiply, Column 7 times unit price Column 4.
- (9) Subtract Column 6 from Column 4.
- (10) Required on construction contracts only.
- (11) Required signatures from Southwestern Power Administration- not applicable to Contractor
- (12) (a) Total from column 6.
(b) Total from column 6 of previous estimate.
(c) 12 (a) minus 12 (b).

Distribution: Total to Contractor unless retainage per contract terms or at direction of Contracting Officer

ATTACHMENT K

SWPA FORM 4220.5 RELEASE OF CLAIMS

DEPARTMENT OF ENERGY
Southwestern Power Administration
One West Third Street
Tulsa, Oklahoma 74103

RELEASE OF CLAIMS

Contract Number
Date

WHEREAS, by the terms of the above contract for _____, entered into by the United States of America, hereinafter also referred to as the United States, and the Contractor _____, is provided that after completion of all work, and prior to final payment, the Contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the Contractor of the amount now due under the contract, to wit, the sum of _____ dollars (_____), the Contractor hereby remises, releases and forever discharges the United States, its officers, agent and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract except:

IT WITNESS WHEREOF, the Contractor has executed this release this _____ day of _____, 19____.

(Contractor) By _____
(Signature)

(Check One)
____ Corporation ____ Joint Venture
____ Partnership ____ Individual

(Name)

R.F.D.) (Title) _____ (Street Number or

(City) (State) (Zip Code)

COMPLETE ONLY IF CONTRACTOR IS A CORPORATION

I, _____ CERTIFY that I am the _____ of the corporation named as Contractor herein; that _____ who signed this release on behalf of the corporation, was then _____ of said corporation; and that said release was duly signed for and on behalf of said corporation by authority of its governing body.

(SEAL)

(Signature)

ATTACHMENT L

SWPA FORM 450 DAILY PROGRESS REPORT

DEPARTMENT OF THE ENERGY
Southwestern Power Administration
Post Office Box 1619
Tulsa, Oklahoma 74101

DAILY PROGRESS REPORT
SPRINGFIELD AREA OFFICE

Contract No. _____ Contractor _____ Date _____

Location _____

Weather _____

Activities _____

Inspector _____

ATTACHMENT M

US DEPARTMENT OF LABOR WAGE DETERMINATION

Applicable Wage Determination will be issued with each Delivery Order.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS**

J.02

LIST OF ATTACHMENTS - SOLICITATION

The attachments 1 through 4 that apply to the solicitation phase only are in this clause.

ATTACHMENT 1

INTENTION TO BID

INTENTION TO BID

SOLICITATION NUMBER:

WE ☐ DO INTEND TO SUBMIT A BID.

WE ☐ DO NOT INTEND TO SUBMIT A BID FOR THE FOLLOWING REASONS:

☐ Firm cannot meet the required delivery date(s).

☐ Firm cannot perform the work because of existing load.

☐ Firm does not perform the type of work in the solicitation.

☐ Firm is not a small business.

☐ Other.

Please RETAIN ☐ DELETE ☐ FROM SOURCE LIST.

Name and address of Firm or Organization (Include Zip Code):

AUTHORIZED SIGNATURE:

TYPE OR PRINTED NAME AND TITLE:

DATE: _____

NOTE: UNLESS OTHERWISE STATED IN THE SOLICITATION, NO OTHER SOLICITATION MATERIAL SHOULD BE RETURNED IF YOU DO NOT INTEND TO SUBMIT A BID.

MAIL TO:

U.S. Department of Energy
Southwestern Power Administration
5710/Acquisition Team
P.O. Box 1619
Tulsa, OK 74101

ATTACHMENT 2

MAILING LABELS

OF-17 (12/93)

FAR (48) CFR 53.214(g))

Offer Label

FAR (48) CFR 53.215-1(h))

NOTICE TO OFFEROR

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES LARGER THAN 156 mm (6 INCHES) IN HEIGHT AND 292 mm (11 INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner of the envelope containing your offer.
3. Complete the bottom portion of this form and past it on the LOWER left corner of the envelope, unless the envelope is 156 mm by 292 mm (6 inches by 11 inches) or smaller.

OFFER

SOLICITATION NO.	
DATE FOR RECEIPT OF OFFERS	
TIME FOR RECEIPT OF OFFERS	
AM	PM
OFFICE DESIGNATION TO RECEIVE OFFERS	

OF-17 (12/93)

FAR (48) CFR 53.214(g))

Offer Label

FAR (48) CFR 53.215-1(h))

NOTICE TO OFFEROR

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES LARGER THAN 156 mm (6 INCHES) IN HEIGHT AND 292 mm (11 INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner of the envelope containing your offer.
3. Complete the bottom portion of this form and past it on the LOWER left corner of the envelope, unless the envelope is 156 mm by 292 mm (6 inches by 11 inches) or smaller.

OFFER

SOLICITATION NO.
DATE FOR RECEIPT OF OFFERS

TIME FOR RECEIPT OF OFFERS	AM	PM
OFFICE DESIGNATION TO RECEIVE OFFERS		

ATTACHMENT 3

STANDARD FORM 24 BID BOND

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
--	---	--------------------

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE </div> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION </div> </div> STATE OF INCORPORATION
--	--

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL						
SIGNATURE(S)	1.	2.	3.	Corporate Seal		
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>			
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1.	2.				
	<i>(Seal)</i>	<i>(Seal)</i>				
NAME(S) <i>(Typed)</i>	1.	2.				
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.			

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

ATTACHMENT 4

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)					
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$70,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, entered the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information,

including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

PART IV - REPRESENTATIONS AND CERTIFICATIONS

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

TABLE OF CONTENTS

K.1 52.203-1 {52.203-1} [RESERVED]

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

K.4 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

K.5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ / ☐ TIN: _____.

☐ / ☐ TIN has been applied for.

☐ / ☐ TIN is not required because:

☐ / ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ / ☐ Offeror is an agency or instrumentality of a foreign government;

☐ / ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are // are not // presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have // have not //, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are // are not // presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has // has not //, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally

possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 52.215-6 PLACE OF PERFORMANCE BUSINESS (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, / _____ intends, / _____, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET, NAME AND ADDRESS OF OWNER AND ADDRESS, CITY, STATE, COUNTY, ZIP OPERATOR OF THE PLANT OR FACILITY CODE) IF OTHER THAN OFFEROR OR RESPONDENT

K.8 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has: / _____

(a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows _____

/ (b) Enclosed its annual representations and certifications.

K.9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _
_ 237130.

(2) The small business size standard is \$28,500,000.00

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it / _ / is, / _ / is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it / _ / is, / _ / is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror

represents as part of its offer that it /_ / is, /_ / is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) ["Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision."] The offeror represents, as part of its offer, that--

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.

101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.10 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

/_ / (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

/_ / (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) /_ / For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of

this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.] ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65; ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A); ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of

generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389

(limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or [] (v) The facility is not located in the United States or its outlying areas.

(End of provision)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

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L.01 INVITATION FOR BIDS (IFB) NUMBER

Solicitation No. DE-FB75-04SW55258

L.02 CONSECUTIVE NUMBERING

Due to automated procedures employed in formulating this document, provisions contained within it may not always be consecutively numbered.

L.03 AMENDMENT OF THE SOLICITATION

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation issued by the Contracting Officer. No other communication made at any scheduled prebid conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by a bidder must be acknowledged in accordance with Clause No. L.23 FAR 52.214-3/AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989) of this Section. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

L.04 BID INSTRUCTIONS UNDER AN INVITATION FOR BIDS FOR CONSTRUCTION USING SF-1442/SOLICITATION, OFFER, AND AWARD

- (a) Bids shall conform to Clause No. L.25/FAR 52.214-5/SUBMISSION OF BIDS (MAR 1997) and Clause No. L.28/FAR 52.214-18/ PREPARATION OF BIDS - CONSTRUCTION (APR 1984) in this Section, and shall be prepared according to this Clause.
- (b) The bidder shall submit its bid by completing the following portions of the solicitation and providing the following information to the address in Clause No. L.15/TIME, DATE, AND PLACE BIDS ARE DUE.
 - (1) Blocks 14 through 20C. on the back of Standard Form 1442-SOLICITATION/CONTRACT FORM.
 - (2) All requested prices for items 0001-0007 found in Section B/SUPPLIES OR SERVICES AND PRICES.
 - (3) All representations, certifications, and other statements found in Section K/REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS. In particular those statements, if applicable, in Clause Nos. I-87, Buy American Act - Construction Materials, and I-88, Notice of Buy American Act Requirement - Construction Materials.

(4) If applicable, Attachment 4/Standard Form LLL/DISCLOSURE OF LOBBYING of Section J.02/LIST OF ATTACHMENTS-SOLICITATION.

(5) A separate bid bond.

(c) Bidders shall not submit any additional written information to the above (a) through (d) such as written notes on the SF-1442, letter of explanation for determining bid, making stipulations or conditions, limiting rights of the Government under any clause, and qualifying pricing on any line item of Section B/SUPPLIES OR SERVICES AND PRICES. If any bid contains such information it can be construed as failing to conform to the essential requirement of the Invitation For Bids and the bid may be rendered nonresponsive and rejected.

(d) A nonresponsive bid is one in which a bidder imposes conditions that would modify requirement of the Invitation For Bids or limit his or her liability to the Government. An award after sealed bidding can only be made on the basis of a responsive, reasonable, and responsible bid.

L.05 CLASSIFIED MATERIAL - NONE

Performance under the proposed contract is not anticipated to involve access to classified material.

L.06 DISPOSITION OF BIDS

Bids will not be returned (except for timely withdrawals).

L.07 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications, and other documents supplied with the Solicitation may be retained by the bidder (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.08 EXPENSES RELATED TO BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any bid or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.09 INFORMATION OF AWARD

Written notice to unsuccessful bidders and contract award information will be released according to FAR 14.409/INFORMATION TO BIDDERS.

L.10 INTENTION TO BID

Please review this solicitation. To help us to anticipate the number of bids to be evaluated and to keep our "Source Lists" current, please complete the information in Attachment 1/INTENTION TO BID of Section J.02/LIST OF ATTACHMENTS-SOLICITATION, and mail to the same address shown on the attachment by

L.11 MAGNITUDE OF CONSTRUCTION PROJECT

The estimated magnitude of the project is between \$100,000 - \$5,000,000.

L.12 NUMBER OF AWARDS

Multiple awards may be issued under this contract.

L.13 SMALL BUSINESS SET-ASIDE INFORMATION

This solicitation is unrestricted - full and open competition. This is not a small business set-aside.

L.14 NORTH AMERICAN INDUSTRIAL CLASSIFICATION SYSTEM AND SMALL BUSINESS SIZE STANDARD

The North American Industrial Classification System (NAICS) code and small business size standard is identified in the clause entitled FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS located in Section K of this solicitation.

L.15 TIME, DATE AND PLACE BIDS ARE DUE

- (a) Mailed bids shall be mailed to the address as follows:

U.S. Department of Energy
Southwestern Power Administration
Attn: S8410
One West Third Street
Tulsa, OK 74103

- (b) Handcarried bids shall be delivered to:

U.S. Department of Energy
Southwestern Power Administration
Attn: S8410
One West Third Street
14th Floor-Reception Desk
Williams Center Tower I
Tulsa, OK 74103

- (c) The below identification shall be marked on the bid envelope whether mailed or handcarried:

SOLICITATION NO. DE-FB75- 04SW55258.
DUE --- Time: 2:00 p.m. Date: 6-16-04

**NOTICE TO DOE MAIL ROOM: DO NOT OPEN THIS IS A BID
UNDER THE ABOVE IDENTIFIED SOLICITATION.**

- (d) All bids are due NO LATER THAN 2:00 P.M. local prevailing time on Invitation for Bids (IFB) contains preprinted labels (See Attachment2/MAILING LABELS of Section J.02/LIST OF ATTACHMENTS-SOLICITATION) for use in mailing or hand delivering bids. (CAUTION: See the bid submission instructions, including Clause No. L.27/FAR 52.214-7/LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF BIDS (NOV 1999) of this Section)
- (e) If the bidder chooses to forward it's bid by means other than the U.S. Mail, the bidder assumes full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation.

- (d) It may not be possible to handcarry the package(s) to 14th Floor, Reception Desk, outside of the hours 8:00 a.m. to 5:00 p.m. workdays. Delivery to any other location, including the central delivery area, may result in the late receipt of the bid and is strongly discouraged.

L.16 TELEGRAPHIC AND FACSIMILE BIDS

Telegraphic and facsimile bids are not authorized for this solicitation nor is facsimile modifications, or withdrawals.

L.17 MODIFICATIONS AND WITHDRAWALS OF BIDS BY TELEGRAPHIC NOTICE

Telegraphic modifications and withdrawals to the bid may be either in the form of a mailgram or a telegram. In accordance with FAR 14.303/MODIFICATION OR WITHDRAWAL OF BIDS, the modification or withdrawal must be received in the office designated in the solicitation no later than the exact time set for opening of bids. A telegraphic modification or withdrawal of a bid received by telephone from the receiving telegraph office will be accepted but must be made prior to the exact time of bid opening. However, the message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. The official authorized to receive telegraphic modifications by telephone is the Contracting Officer, G. Bridges telephone number (918) 595-6671. The delivery location of the written telegram that formed the basis for the telephone call shall be delivered at the place identified in the solicitation provision number L.15/TIME, DATE AND PLACE BIDS ARE DUE, and shall be delivered no later than the next working day from the day of the telephone call. All other written telegrams for modifications and withdrawals shall be received no later than the bid opening date and time.

L.18 ELECTRONIC SUBMISSION OF BIDS

If the prospective bidder has registered under U.S. DOE's secure Industry Interactive Procurement System, you may submit your bids thru that media.

L.19 PREBID CONFERENCE

June 3, 2004 at 9:00 CDT, SWPA Tulsa headquarters - 1 W 3 Street, Tulsa Oklahoma 74103. Northeast corner of 3rd & Boulder - downtown Tulsa. Williams Center Tower 1 - go to 14th Floor Reception desk.

L.20 BRAND NAME OR EQUAL REFERENCES

Brand name or equal as used in this provision, the Abrand name@ includes identification of products by make and model.

- (a) If items called for by this solicitation have been identified in the schedule by a brand name or equal@ description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids providing for Aequal@products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified with the offer and are determined by the Government to meet fully the salient characteristics requirements listed in the solicitation.
- (b) Unless the bidder/offeror clearly indicates in the submitted bid/offer that an equal product@ is being offered, the bid/offer shall be considered as intending to provide a brand name product referenced in the solicitation.

- (c) If the bidder/offeror is offering to furnish an Aequal@ product, the brand name, if any, of the product to be furnished shall be clearly identified in the bid/offer. The evaluation and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder/offeror or identified in the bid/offer as well as other information reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder/offeror must furnish as part of the bid/offer all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to (i) determine whether the product offered meets the salient characteristics of the solicitation, and (ii) establish exactly what the bidder/offeror intends to furnish what the Government would be binding itself to acquire by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.
- (d) Modifications submitted or offered after solicitation closing date to make a product conform to a brand name product referenced in the solicitation will not be considered.

L.22 FAR 52.214-1 SOLICITATION DEFINITIONS - SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

L.23 FAR 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

L.24 FAR 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

L.25 FAR 52.214-5 SUBMISSION OF BIDS (MAR 1997)

- (a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

- (b) Bidders using commercial carrier service shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

L.26 FAR 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

L.27 FAR 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

- (a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.
- (b)
 - (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--
 - (i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
 - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.
 - (2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other

documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

L.28 FAR 52.214-18 PREPARATION OF BIDS - CONSTRUCTION (APR 1984)

- (a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
- (b) The bid form may require bidders to submit bid prices for one or more items on various bases, including -
 - (1) Lump sum bidding;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of subparagraphs (1) through (3) above.
- (c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid.

If bidding on all items is not required, bidders should insert the words no bid in the space provided for any item on which no price is submitted.
- (d) Alternate bids will not be considered unless this solicitation authorizes their submission.

L.29 FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.30 FAR 52.214.35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.31 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price Construction Contract resulting from this solicitation.

L.32

DELETE

L.33 FAR 52.236-27 SITE VISIT - (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) Site visits may be arranged during the hours 8:00 a.m. to 4:00 p.m., Monday through Thursday, by contacting:

Name: Jerry Ferguson
Address: U.S. Department of Energy
Southwestern Power Administration
1 W 3 ST. Tulsa OK 74103-3519
Telephone: (918) 595-6710 Fax No. (918) 595-6656

L.34 DEAR 952.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment receipt from:

U.S. Department of Energy
Southwestern Power Administration
Attn: G. Bridges, Contracting Officer - S8410
One West Third Street
Tulsa, OK 74103

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.35 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR, Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Pub. L. 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available

unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. See 10 CFR part 1004.

L.36 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

END OF SECTION

SECTION M
EVALUATION FACTORS FOR AWARD

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

M.0-1 EVALUATION CRITERIA - GENERAL

Award will be made to the lowest responsible, responsive/bidder whose bid is in complete compliance with ALL sections of this solicitation. The determination of responsibility will be made in accordance with Federal Acquisition Regulations, Subpart 9.1- Responsible Prospective Contractors.

M.0-2 52.214-22 Evaluation of Bids for Multiple Awards.

As prescribed in 14.201-6(q), insert the following provision:

Evaluation of Bids for Multiple Awards (Mar 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.